


## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.  696-PF-18-19-C067	2. SOLICITATION NO.  696-PF-16-P028	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED  October 28, 2016
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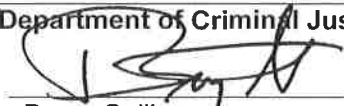
### SOLICITATION

5. Sealed offers will be received by the Department until <b>3:00 p.m. local time on January 10, 2017</b> and submitted to:  Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 <b>Attention: 696-PF-16-P028</b>	6. FOR INFORMATION CONTACT:  Reita Johnson, CTPM, CTCM Contract Specialist  PHONE: (936) 437-7135 FAX: (325) 223-0310 E-MAIL: reita.johnson@tdcj.texas.gov
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### OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A-001	12-9-16	A-002	1-3-17
9. NAME AND ADDRESS OF OFFEROR:→	Management & Training Corporation 500 N. Marketplace Drive Centerville, UT 84014		10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)  Scott Marquardt President	
11. TELEPHONE NO. (Include area code)  (801) 693-2800	12. SIGNATURE  		13. OFFER DATE  January 10, 2017	

### TO BE COMPLETED AT TIME OF AWARD

<b>Document Type: 9</b> <b>Statutory Cite: Texas Government Code, Section 495.001</b> This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.  The total funding for the base period of this Contract (September 1, 2017 – August 31, 2019) shall not exceed \$13,170,222.00.	
<b>Management &amp; Training Corporation</b>  By:  Name: Sergio Molina Title: Sr. VP, Business Development & Administration Date: 07/03/2017	<b>Texas Department of Criminal Justice</b>  By:  Name: Bryan Collier Title: Executive Director Date: 7/17/17

**The following items are mutually agreed to by Management & Training Corporation and the Department and are hereby incorporated in this Contract.**

1. The Solicitation, Offer and Award form has been replaced to add the Contract number, add the Contractor and authorized signor's name and title in the Contractor signature block and add the not to exceed amount.
2. All references to information relative to other Facilities other than Bridgeport Correctional Center have been deleted.
3. Section A, Definitions, Contractor, has been revised to include the name of the Contractor.
4. Section A, Definitions, Facility, has been revised to include the name and location of the Facility.
5. Section B.1.1, Services Being Acquired, has been revised to include updated language.
6. Section B.1.2, Pricing Instructions, has been revised to include updated language.
7. Section B.2, Pricing Schedule, has been revised to include the Contractor's rates for providing services at the Bridgeport Correctional Center.
8. Section B.5, Discount for Award of Multiple Facilities, has been deleted.
9. Section C.4.2.A, Staffing, has been revised to include updated language.
10. Section C.4.17, Utilities, has been revised to remove reference to Offeror's Information Packet.
11. Section E.6, Fraud, Waste or Abuse, the phone number for the Internal Audit Division has been revised.
12. Section H.1.1.I, Required Provisions, has been revised to include updated language.
13. Section H.2.2.A, has been revised to update the Texas Administrative Code number.
14. Section H.7, Criminal History Information Compliance, has been revised to include updated language.
15. Section I.23, Rights to Data, Documents and Computer Software (State Ownership), has been revised to include updated language.
16. Section J, List of Exhibits, has been revised to correct the number of pages for each exhibit and to add Exhibit J.14, TDCJ Granted Exceptions.
17. Exhibit J.1, Budget Justification Forms and Staffing Plans, has been revised to include the Contractor's completed forms.
18. Exhibit J.2, HUB Subcontracting Plan, has been revised to include the Contractor's completed forms.
19. Exhibit J.14, TDCJ Granted Exceptions, has been added.
20. The following Section titles have been revised to include "See exceptions in Exhibit J.14": C.4.1, C.4.8, C.4.22 and C.6.
21. Section K, Representations, Certifications, and Other Statements of Offerors, has been revised to include the Contractor's responses to subsections K.1.2, K.2, K.4, K.8, K.9, K.10 and K.11.

22. Section K.5, Preference Claim, has been revised to update the Texas Administrative Code number.
23. Section K.6.7, Taxes, has been revised to add Paragraph C.
24. Section K.6.17, Suspension, Debarment and Terrorism, has been revised to include updated language.
25. Sections L and M of this Contract are hereby deleted.

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## SECTION A – CONTRACT DEFINITIONS

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

**ACA** means the American Correctional Association.

**ACA Standards** means the current Standards for Adult Correctional Institutions as heretofore supplemented and as the same may be modified, amended, or supplemented in the future, published by the ACA.

**Additional Services** means Additional Services required to be furnished by the Contractor pursuant to changes in Department and TBCJ Policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the Department and which changes cause an increase in cost of operating and managing the Facility.

**Authorized Representative** means the Person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Average Daily Salary** shall be as set forth in Exhibit J.3, Compliance Standards, Attachment A, Average Daily Salary Schedule.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Classification Schedule** means the salary schedule for the State of Texas.

**Compliance Standards** means Contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for Services that are not received.

**Contract Monitor** shall have the meaning as set forth in Sections C.9 and G.2.3.

**Contract Specialist** means the Department employee responsible for non-technical administration of this Contract, as described in Section G.2.2

**Contract Term** means the duration of this Contract as specified in Section F.

**Contract Year** means the Base Period Year or Option Period Year as specified in Section B.2 of this Contract.

**Contractor** means Management & Training Corporation.

**Court Orders** means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Daily Security Shift Roster** means a list prepared daily for each shift which identifies employee by name and duty Post assigned.

**Day(s)** means calendar days unless otherwise specified.

**Department** means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives, and manuals of the TDCJ and the Department applicable, to providing the Services specified under this Contract.

**Deployment** means the assignment of an employee to a duty Post.

**DPS** means the Texas Department of Public Safety.

**Event of Default** means any of the events or circumstances described in Section I.3.

**Ex-Offender** means a Person who has received a conviction for a misdemeanor or felony offense or an equivalent offense who is not currently incarcerated.

**Facility** means the Bridgeport Correctional Center located in Bridgeport, Texas and operated and maintained by the Contractor pursuant to this Contract.

**Facility Capacity** means the maximum number of Offenders authorized by the Department to be housed at the Facility.

**Facility Generated Income** means all income generated at a Facility. Sources include, but are not limited to, commissaries and telephones.

**Family Liaison Officer** means the Person, such as a duty warden, who assists Offenders' immediate family members and other Persons during visits with Offenders and aids those Persons in resolving problems that may affect permitted visits.

**Filled Date** means the date a prospective correctional officer has completed all required Pre-Service Training, received all security clearances, and has started on-the-job training at the Facility. For all other employees it means the first date on the job following the completion of all required Pre-Service, receipt of appropriate certification/license and a satisfactory criminal background clearance and/or Department approval letter.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Individualized Treatment Plan (ITP)** means a plan devised by the Contractor for each Offender that is based on the intake evaluation, screening and assessment, identifying the goals and objectives to be accomplished by the Offender while in treatment.

**Material Failure** means the failure of a party to fulfill one or more obligations essential to achieving the purpose of the Contract.

**Midnight Strength Report** means the official numerical count of the number of Offenders present at the Facility at the end of each day (being 11:59 p.m.), which for purposes of this Contract shall be conclusive as to the number of Offenders present at the Facility for the day just ended.

**Monthly Contractor Payment** means the mathematical product of the Contractor Per Diem Rate times the number of Offenders who occupy the Facility during the billing month according to the Midnight Strength Report for each Day of the billing month prior to any adjustments.

**Monthly Invoice** means Contractor's invoice based on the Contractor Per Diem Rate and yielding the Monthly Contractor Payment to be made by the Department.

**NCIC** means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-Appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a Person assigned by the Department to reside at the Facility.

**Offender Day** means each day or part thereof during which an Offender is assigned to a Facility operated by the Contractor, which for each such day shall be determined by the Midnight Strength Report.

**OJT** means on-the-job training that is based on specific objectives that are job related, presented from an appropriate source, and of sufficient duration so that the objectives may be learned, acquired, applied and retained. All staff requiring OJT shall begin the OJT requirement upon successful completion of Pre-Service Training and only after receipt of a clear criminal background investigation.

**Operation and Management Services** means furnishing by the Contractor of consulting, operation, management, and maintenance services, and all personnel and materials necessary to provide for the operation, management, and maintenance of the Facility and for the care, custody, and treatment of Offenders in accordance with the terms and conditions contained in this Contract.

**Parole Modification Offender** means Offenders assigned to the Facility as a modified condition of their parole.

**Payment(s)** means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

**PCN** means the Position Control Number.

**PCN List** means the Position Control Number List that corresponds to the position titles and numbers of positions identified on the Contractor's approved Staffing Plan in Exhibit J.1.

**PD** means the Texas Department of Criminal Justice Personnel Directives.

**Per Diem Rate** shall have the meaning set forth in Section B.2.

**Person** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

**Position Vacancy** means a position in which there is no qualified, trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position and/or Facility or is off the payroll after exhausting all accrued leave, with the exception of Family

Medical Leave (FML) and Workers' Compensation and no other qualified, trained Person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in PD-17, PD-26, PD-27, PD-73 and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Workers' Compensation. Positions requiring certification, licensure, or registration are considered vacant if the Person in that position does not possess the appropriate certification, licensure or registration.

**Position Vacancy Report** means a report providing detailed information as to when a position becomes vacant, filled, or out on temporary leave.

**Post** means a position on the Staffing Plan for which the Department has either published a written post order or approved a unit specific post order.

**PREA** means the Prison Rape Elimination Act of 2003.

**Pre-Service Training** means training that must be completed prior to duty assignment and prior to a position being considered filled.

**PRN** means an "as needed" position identified on the Staffing Plan.

**Redeployment** means the temporary assignment of duties that are normally performed by a different position on the Facility as specified in Section C.4.2.Y.

**Relief Factor** means a multiplier that will ensure that sufficient staff is employed to ensure all duty Posts are manned per the Staffing Plan.

**Security Staff** means those employees, who have received the appropriate security training, who are directly responsible for the security of the Facility.

**Service Commencement Date** means the date on which the Contractor shall begin providing Services at the Facility pursuant to this Contract. For the purpose of this Contract, that date is September 1, 2017.

**Services** means delivery by the Contractor of requirement in accordance with the terms and conditions of the Contract.

**State Board of Education** means the governing board of the Texas Education Agency.

**State-Owned Equipment** means all machinery, equipment, furniture and other items of tangible personal property that are purchased with Facility Generated Income or by the Department, as approved and inventoried by TDCJ-PFCMOD, including all items purchased or replaced.

**Substitute Teacher** means an individual meeting the requirements set forth in Section C.4.8.C.3.

**TABE** means Test Adult Basic Education.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-CID** means the Texas Department of Criminal Justice - Correctional Institutions Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PD** means the Texas Department of Criminal Justice - Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PFCMOD** means the Texas Department of Criminal Justice - Private Facility Contract Monitoring/Oversight Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Temporary Reassignment** means a non-permanent change to a duty location(s) other than the Facility specified in Section C.1. (Also see Section C.4.2.1.2).

**Texas Workforce Commission (TWC)** means the State agency charged with overseeing and providing workforce development services to employers and job seekers of Texas.

**Upper Level Management Personnel** means all Persons employed by the Contractor who hold the equivalent of the following job titles at the Facility: Warden, Assistant Warden and Major.

**WSD** means Windham School District.



**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies and Services (except as may be furnished by the Department as specifically identified within the Contract) and otherwise do all things necessary for, or incidental to, the location, operation and management of one (1) or multiple Correctional Centers in the following locations in Texas:

Facility Name	Location	Capacity	Offender Type
Bridgeport	Bridgeport, Texas	520	Male (CID Offenders)

The Contract Term will consist of a two (2) year Base Period, subject to appropriations, with two (2), two (2) year Option Periods to extend Services for a potential Contract Term of six (6) years.

**B.1.2 Pricing Instructions**

- A. This is a firm fixed-price Contract for these Services.
- B. The Pricing Schedule in Section B.2 incorporates the rates established in the Budget Justification Forms (Exhibit J.1).
- C. A detailed budget is included that indicates specific costs involved to perform each function included in Section C. Operating costs are detailed annually using the Budget Justification Forms in Exhibit J.1.

**B.2 PRICING SCHEDULE****Contract Line Item Number (CLIN) 001-006**

001	Base Period, Year 1 (09/01/17 – 08/31/18)	<u>\$34.46</u> Per Diem Rate
002	Base Period, Year 2 (09/01/18 – 08/31/19)	<u>\$34.93</u> Per Diem Rate
003	Option Period 1, Year 1 (09/01/19 – 08/31/20)	<u>\$35.62</u> Per Diem Rate
004	Option Period 1, Year 2 (09/01/20 – 08/31/21)	<u>\$36.21</u> Per Diem Rate
005	Option Period 2, Year 1 (09/01/21 – 08/31/22)	<u>\$36.70</u> Per Diem Rate
006	Option Period 2, Year 2 (09/01/22 – 08/31/23)	<u>\$37.52</u> Per Diem Rate

**B.3 ALLOWABLE COSTS**

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

**B.4 NON-ALLOWABLE COSTS**

The proposed budget shall not include costs that are not allowed by State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 BACKGROUND

The Department requires a Contractor(s) for the operation and management of the following Facility:

Facility	Location	Capacity	Offender Type
Bridgeport	Bridgeport, Texas	520	Male (CID Offenders)

The Department is authorized under Texas Government Code, Section 495.001 to operate and manage secure Correctional Facilities as well as contract with private vendors for the operation and management of these Facilities.

### C.2 GENERAL DUTIES AND OBLIGATIONS

- A. The Contractor shall provide Operation and Management Services.
- B. The Contractor shall be capable of providing stand-alone Services (with minimal support required from the Department) to the specific Offender population that shall, at a minimum, comply with Federal Constitutional Standards; State Standards; Department Standards; and American Correctional Association (ACA) Standards.
  1. When differences exist between the Federal and State Standards, Department Policies and ACA Standards, the higher standard, as defined by the Department, will prevail.
  2. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's Facility operation and management.
  3. The Contractor shall comply with applicable Department Policies in its operation of the Facility. Unless otherwise specified, the Contract language shall take precedence over Department Policy.
- C. The level and quality of programs and Services must be at least equal to those provided by state-operated facilities that house similar types of Offenders and at a cost that provides a savings of not less than ten percent (10%) of the cost of housing Offenders in similar facilities and providing similar programs to those types of Offenders in state-operated facilities.

### C.3 DEPARTMENT POLICIES AND PROCEDURES, AND COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES AND LAWS

- A. The Contractor shall not deviate from the Department Policies and procedures in the provision of Operation and Management Services without the prior written approval of the Department.
- B. The Department shall notify the Contractor of all changes in, or additions to such policies and procedures, after which time the Contractor shall comply with the policies/procedures

contained therein, unless the Department approves in writing a deviation from such policies/procedures.

- C. The Contractor's written request for deviations from said policies/procedures shall originate from the Authorized Representative of the Contractor or designee and shall be forwarded to the TDCJ-PFCMOD Director or designee. The Contractor's written requests for deviation shall specify the deviation, with justification, and reference to the policy number/procedure, section, paragraph, etc.
- D. Unless a deviation from the Contractor is specifically requested and approved in writing by the Department, the Contractor shall comply with Department Policies and procedures. A Contract award shall not imply approval of a policy/procedure deviation. Any deviations previously granted by the Department under a separate or previous contract do not apply to this Contract.

#### **C.4 SPECIFIC DUTIES AND OBLIGATIONS**

##### **C.4.1 Training (See exceptions in Exhibit J.14)**

The Contractor shall provide, at its own expense, training as outlined in the Department training curriculums and requirements. The Contractor shall adhere to any changes in the Department's curriculums or training requirements that may occur throughout the term of this Contract. All Pre-Service and in-service training instructors shall meet the Department requirements.

- A. At a minimum, all Security Staff must complete a two hundred forty (240) hour Pre-Service Training and one hundred forty-four (144) hours of OJT. Additionally, Security Staff are required to complete forty (40) consecutive hours of in-service training annually.
- B. Those Security Staff and non-security staff currently employed at a privately operated secure Department correctional facility or at a Department operated unit or who have been separated from employment from such a unit for less than three (3) years and who otherwise were in compliance with the Department training requirements for a similar facility at the time they departed employment are not required to complete Pre-Service Training again under the above stated training requirement so long as they are in compliance with their annual training requirement as evidenced by the appropriate documentation.
- C. All non-uniformed staff in positions requiring annual in-service training in accordance with Department Policy and who are responsible for the supervision of Offenders, shall be required to complete the same two hundred forty (240) hour Pre-Service Training that uniformed staff attend. Such non-uniformed staff shall be required to complete the same forty (40) hours of annual in-service training as the Security Staff.
- D. All clerical and support staff including but not limited to secretaries, clerks, computer personnel, human resources staff, and bookkeepers shall be required to complete thirty-two (32) hours Pre-Service Training that includes the Correctional Awareness Workshops prior to employment. In-service training shall consist of the sixteen (16) hours of Staff Survivor Training to be completed annually thereafter.

- E. All professional educational staff shall complete a forty (40) hour Pre-Service Training that includes sixteen (16) hours of topics from the Department's Staff Survivor Training. Additionally, professional education staff shall complete twenty-four (24) hours annual training dedicated to the improvement of educational services.
- F. Supplementing the training identified above, the Contractor shall provide additional specialized training to ensure compliance with this Contract and the Department Policies.
- G. Staff identified as instructors for munitions and defensive tactics, to include specialized tactics, must receive initial certification and annual re-certification through the Department's Correctional Training and Staff Development. The fees for this training will be the responsibility of the Contractor and will be processed in accordance with the format and frequency determined by TDCJ-PFCMOD.

#### **C.4.2 Staffing**

The Contractor shall at all times provide sufficient trained staff to maintain the security, control, custody and supervision of Offenders at the Facility in compliance with this Contract.

- A. The Contractor's positions shall be staffed with qualified and trained employees in accordance with the detailed Staffing Plan (Exhibit J.1). Any position(s) added or removed from the Recommended Staffing Plan shall be justified.
- B. The Contractor shall provide a complete Staffing Plan in the required format provided in Exhibit J.1. The Staffing Plan shall include, at a minimum, the following information:
  - 1. Positions for administration, security, training, food service, maintenance, commissary, laundry, education, transportation, human resources, chaplaincy, community service;
  - 2. The number of staff by position;
  - 3. Identification of shifts/five (5) day or seven (7) day positions;
  - 4. Relief Factors and total FTEs;
  - 5. The Department position equivalency;
  - 6. Identification of any position on the Staffing Plan as "PRN" or "as needed" requires the Contractor to enter into a subcontract for the Services to be provided in accordance with Section H.2 of this Contract; and
  - 7. The Contractor shall also include all Pre-Service requirements, credentials of teachers that are to provide educational services and specific trades of proposed staff to provide maintenance services.
- C. The Contractor shall comply with the Staffing Plan (Exhibit J.1) to include Relief Factors. Staffing Plan changes can only be obtained through an approved Contract modification.

- D. The Contractor shall provide job descriptions for specific staff positions identified on the Staffing Plan (Exhibit J.1) that comply with the Department's minimum education and experience requirements in Exhibit J.7 for like positions.
1. Unless otherwise specified in this Contract, minimum Contractor job description education and experience qualifications shall be the same as for like positions in the Department.
  2. The Contractor shall certify that all staff meet the same basic eligibility criteria as those Persons employed in like positions by the Department.
  3. The Contractor's job descriptions shall include minimum education and experience qualifications, description of job duties and full-time or part-time designation.
  4. The Contractor shall include in each security job description the title of the comparable Department position (i.e., Shift Supervisor comparable to the Department Lieutenant, Senior Correctional Officer comparable to the Department Sergeant, Chief of Security comparable to the Department Major, etc.).
  5. While the Contractor's minimum education and experience qualifications may vary by job title, the absolute minimum is the Department's education qualification for employment, which is a high school diploma or GED. The high school diploma shall be from an accredited high school or equivalent that is acceptable to the Department.
  6. Award of this Contract does not constitute the Department's approval of the Contractor's job descriptions but does determine that the job descriptions meet the Department's minimum education and experience qualifications.
- E. Employment of Ex-Offenders shall be in compliance with PD-75 (Applicants with Pending Criminal Charges or Prior Criminal Convictions). New employees/applicants with a criminal conviction(s) shall meet the eligibility requirements of PD-75 and receive written approval for employment from the TDCJ-PFCMOD Director or designee.
- F. The Contractor shall provide an organizational chart indicating the lines of supervision for all staff positions identified in the Staffing Plan (Exhibit J.1).
- G. Each applicant shall sign a release stating the employee's employment history may be released not only to the Department, but also to other correctional facility contractors under contract with the Department.
1. All prospective Contractor's employees (including consultants, independent contractors and their employees and agents who work on a routine basis at the Facility) who currently work or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The TDCJ-PFCMOD Director or designee shall determine employment eligibility for any prospective employee requiring Division Director approval prior to being rehired.
  2. Additionally, all job applicants must authorize the Contractor to release to the Department or another correctional facility contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their

re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the Department or another correctional facility contractor.

3. Both types of releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder.
  - a. The Contractor shall maintain all employment records for a period of seven (7) years after expiration or termination of this Contract.
  - b. Upon receipt of a written request from the Department or another correctional facility contractor, the Contractor shall be required to release employment records for a period of seven (7) years after expiration or termination of this Contract.
- H. The Contractor may utilize part-time employees. All part-time employees shall be trained pursuant to the Department training requirements (refer to Section C.4.1) prior to being assigned to a Post.
  1. Part-time employees may temporarily perform the duties of, but cannot permanently fill, a full-time position identified in the Staffing Plan.
  2. All part-time employees shall meet the same qualifications and training eligibility requirements as full-time employees.
  3. The use of part-time supervisory Security Staff is prohibited.
- I. It is understood and agreed that from time to time a vacancy, as defined in this Contract, may occur in positions required by the Staffing Plan; however, the Contractor shall employ sufficient relief staff to ensure all positions (duty Posts) identified in Exhibit J.1 shall be manned on each required shift.
  1. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two (2) weeks in duration.
  2. The Temporary Reassignment of staff to other locations operated by the Contractor shall be subject to the following provisions:
    - a. In emergency situations no unit staff will be temporarily reassigned from the Facility to any other location (in state or out of state) without receiving verbal authorization from the TDCJ-PFCMOD Director or designee. This notification must be within three (3) hours and followed up with a written notification within twelve (12) hours explaining the circumstances and number of staff deployed.
    - b. Temporary Reassignment of staff for any reason other than emergency situations shall have prior written approval from the TDCJ-PFCMOD Director or designee before reassignment. The Average Daily Salary of the reassigned employee will be withheld from the Monthly Contractor Payment in the event the reassignment does not benefit the Department.

- c. The Contractor shall provide TDCJ-PFCMOD with a written description as to how the incumbent's duties will be performed during the period of the Temporary Reassignment.
3. The Contractor shall ensure that any vacancies in the approved Staffing Plan are filled by a qualified and trained employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) Days or ninety (90) Days of the vacancy occurring to be determined as follows:
  - a. If a non-uniformed position not requiring Pre-Service Training per AD-12.20 (Implementation and Operation of the TDCJ In-Service Training Program for Uniformed and Non-Uniformed Employees) or a security supervisor/administrator position (classified as a Sergeant, Lieutenant, Captain, Major, Assistant Warden, Warden or comparable titles) remains vacant for more than sixty (60) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each Day the position is vacant, starting on the sixty-first (61<sup>st</sup>) Day.
  - b. If a Correctional Officer position or non-uniformed position requiring Pre-Service Training as identified in AD-12.20 remains vacant for more than ninety (90) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each Day the position is vacant, starting on the ninety-first (91<sup>st</sup>) Day.
4. The Department will allow staffing credits for Sergeant and Correctional Officer positions, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to these staffing credits:
  - a. Accrued Sergeant and Correctional Officer overtime will be reported and credited for a calendar month; and
  - b. Unused credits cannot be carried over from one (1) month to the next.
5. If it is determined by the Department monitoring staff that a service has not been provided while the incumbent has been out on leave, to include but not limited to Family Medical Leave (FML), Workers' Compensation, Military Leave, or Administration Leave, the Average Daily Salary for that position will be deducted for the period for which the Service was not provided.
  - a. Such a position is vacant, regardless of whether the Service is being provided, when:
    - 1) The incumbent remains on FML or Workers' Compensation status in excess of twelve (12) weeks.
    - 2) The incumbent, on Military Leave status, exhausts all paid leave and is placed in a leave without pay status or separated from employment.
    - 3) The incumbent, on Administrative Leave, in excess of fourteen (14) Days.



- b. A current annual criminal background check which meets continued employment eligibility, in compliance with PD-75, is required before the return of an employee described above.
  - c. In the event the employee was terminated from the Contractor's payroll, a pre-employment criminal background check that meets employment eligibility criteria in PD-75 is required prior to the incumbent returning to work.
- J. A pre-employment criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents, and volunteer workers who work on a routine basis at the Facility) within thirty (30) Days prior to being assigned by the Contractor to the Facility.
- K. The Contractor shall employ or assign only those applicants that meet employment eligibility criteria outlined in PD-75 to perform duties in the Department's contract facilities. The results of the criminal background checks, to include supplemental documents that confirm the employee's eligibility, must be acceptable to the Department and shall be maintained in the employee's file at the Facility.
- L. Employees, to include those in OJT, shall not be assigned to any Department contracts or have contact with Offenders until a current criminal background check that meets PD-75 eligibility criteria is received by the Department.
- M. A nominal fee shall be charged to the Contractor for these criminal background checks. These fees shall be processed in accordance with the format and frequency as determined by TDCJ-PFCMOD.
- N. The Contractor shall be responsible for any additional fee charged by DPS to the Department for any resubmission requests due to unreadable fingerprints.
- O. In addition to background investigation reports, the Contractor shall maintain in each personnel file a copy of the Department's TCIC/NCIC Pre-Employment Inquiry Results Letter, the Criminal History Record reflecting the fingerprint analysis, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug-Free Workplace) that is acceptable to the Department.
- P. The Contractor is responsible for the conduct and behavior of all Persons working on the unit (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure Department Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders), are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department.
- Q. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of policies related to Facility security.
- R. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized in writing by the Department. A copy of such written authorization shall be maintained in the employee's personnel file.

- S. The Contractor shall comply with PD-26 (Nepotism) regarding the employment of relatives.
- T. The Contractor shall provide an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- U. The Contractor shall provide a basic drawing of the Facility that details Security Staff (security officer positions identified in the Staffing Plan only) Deployment by location (inside and outside buildings, open areas such as recreation yards, walkways, etc. as well as outside the perimeter fence). These security Posts shall be color coded by shift on the drawing.
- V. The Contractor shall deploy security supervisors and security officers to Posts as established in the Staffing Plan (Exhibit J.1).
  - 1. The Contractor's Daily Security Shift Rosters shall include all security supervisor and security officer positions required in the Staffing Plan (Exhibit J.1).
  - 2. On a daily basis, the Contractor shall provide the Department Contract Monitor copies of accurate and complete Daily Security Shift Rosters for all shifts, documenting all changes or reassignments that occur during the shift.
  - 3. Upon request, the Contractor shall provide the Department Contract Monitor copies of time records for each employee identified on specific Daily Security Shift Rosters.
  - 4. Priority position staffing as defined in AD-11.52 (Security Staffing) is not applicable to the Deployment of the Contractor staff. All positions identified in the Staffing Plan (Exhibit J.1) are required to be manned at all times except for five (5) day security Posts with a Relief Factor of 1.0 (i.e., Major, Captain, etc.). This exception applies only to situations where the incumbent is on vacation, sick leave, etc. and must meet the following conditions:
    - a. Duties of the vacant Post shall be performed;
    - b. Specific staff members shall be designated to perform the duties of the vacant Post; and
    - c. Specific staff members performing the duties of the vacant Post shall be identified on the Daily Security Shift Roster.
- W. The Contractor shall submit the following reports accurately, with the required supporting documentation, by the fifth (5<sup>th</sup>) working day of the month to the TDCJ-PFCMOD Director or designee:
  - 1. Position Vacancy Report (PVR);
  - 2. Position Control Number (PCN) List;
  - 3. Staff Overtime Report for Sergeants and Correctional Officers; and
  - 4. Staff Statistics Report.

**Note:** The above reports must be submitted in signed format as well as electronically in Microsoft Excel® format.

- X. The Contractor shall be responsible for the preparation of accurate employee time and attendance records, ensuring these records are signed by the employee, approved by the supervisor, maintained on file at the Facility and available to TDCJ-PFCMOD staff.
- Y. If redeployed, the employee shall be eligible, qualified and trained for the Redeployment Post and must wear a uniform respective to the Post. Redeployment of staff shall only be authorized during the employee's non-regular duty hours (i.e., employee regularly scheduled for first (1<sup>st</sup>) shift can only be redeployed during a shift other than first (1<sup>st</sup>) shift).
- Z. The Contractor shall have prior written approval from TDCJ-PFCMOD for all Upper-Level Management absences in excess of seventy-two (72) hours to include the designee in charge for the duration of absence.

#### **C.4.3 Food Service**

- A. The Contractor shall provide wholesome and nutritious meals for all Offenders in compliance with Department Policies.
- B. The Contractor shall provide an annual master menu meeting the above meal requirements. This master menu shall be approved, signed and dated by a registered dietician.
- C. The Contractor shall submit any menu changes approved by a registered dietician to the TDCJ-PFCMOD for review and approval prior to implementation.

#### **C.4.4 Laundry, Offender Necessities, and Barber Shop**

The Contractor shall provide full Offender laundry services, maintain necessities, and operate barber shops, in compliance with Department Policy.

- A. The Contractor shall provide, at its expense, necessities, hygiene items and Offender clothing in compliance with Department Policy.
- B. The Contractor shall provide, at its expense, all Facility supplies including first aid kits, office supplies and building support items.
- C. The Contractor shall post necessities/hygiene item distribution schedules that comply with Department Policy in all Offender living areas and in the Offender Orientation Handbook.
- D. The Contractor shall ensure Offenders returned to a state-operated Unit are clothed in the Department's Offender uniforms.

#### **C.4.5 Transportation**

- A. The Contractor shall provide, at its expense, full transportation services with respect to all Offenders to be housed at the Facility. Offender transportation services will be in compliance with Department Policy and will begin with initial transfer of an Offender from the Huntsville Unit or another Department facility and end upon the Offender's return to

the Huntsville Unit or other Department facility, which other facility shall not be further from the Facility than Huntsville, Texas. Such transportation shall include all transportation for non-medical emergency absences, and all transportation required for health care purposes including emergency medical transportation described in Section C.4.9. For emergency medical transportation, the Contractor shall provide security as outlined in Department Policy.

B. The Contractor shall provide the following:

1. Number and type of Offender transport vehicles;
2. Full descriptions of Offender transport security equipment, including but not limited to, communications equipment, weapons, restraints or any other items approved for use in the Department Use of Force Plan; and
3. Offender transportation operations procedures.

**C.4.6 Telecommunications**

A. Offender Telephone Access:

The Contractor shall comply with Department Policy.

B. Radio Equipment:

1. The Contractor shall ensure that all radio systems are licensed and maintained in accordance with Federal Communications Commission (FCC) regulations.
2. The Contractor shall provide and maintain portable (hand-held) radios, mobiles, base stations and repeaters to meet FCC mandates for narrow band operation and are compatible with Department specifications.
3. The Contractor shall ensure the radio system provides adequate coverage for the Facility.

C. Facility Telephone Systems:

1. The Contractor shall ensure telephone systems are maintained in good working order.
2. At a minimum, the Contractor's telephone maintenance contract shall include seven (7) Day/twenty-four (24) hour coverage with a maximum of two (2) hour response for emergencies. No answering machines will be accepted.
3. The Contractor shall provide for seven (7) Day/twenty-four (24) hour telephone communication for immediate maintenance/repair service by certified working staff.

**C.4.7 Information Technology Services**

- A. The Contractor shall provide, at its own expense, Facility equipment and software that may be required to interface with current and future technology architecture requirements as directed by the Department.

1. All computers for non-Department staff shall be purchased at the Contractor's expense.
  2. The Contractor will be responsible for any required software needed to access the Department's mainframe.
  3. The Contractor must have current anti-virus software and Microsoft® patches installed before connecting to the Department network.
  4. The Contractor shall purchase, install, maintain/repair and replace all cabling necessary for computers.
  5. All printers and scanners shall be purchased at the Contractor's expense and a support contract must be maintained in the event of failure and/or replacement.
- B. The Contractor shall be responsible for monthly reimbursements to the Department for dedicated data lines, modems (if applicable) and leasing charges for the router.
- C. The Contractor shall be responsible for prorated early termination charges pertaining to dedicated data lines, modems and routers described above in the event the Contractor terminates the Contract prior to the agreed upon date.
- D. The Contractor shall report to the TDCJ-PFCMOD Contract Monitor any changes in the employment status or job duties of staff having access to mainframe applications.

#### **C.4.8 Education (See exceptions in Exhibit J.14)**

The Contractor shall provide, at its own expense, a full range of academic and vocational programs from basic adult literacy through General Education Development (GED) certificate including a library that meets Department Policies. All programs shall have prior approval from the TDCJ-PFCMOD.

##### **A. General Requirements**

1. The Contractor shall provide a full range of educational services to meet the needs of all Offenders on the Facility who are eligible to participate regardless of their length of stay.
2. All Offenders on the Facility who have an education ITP need shall be required to participate in educational programming. All Offenders shall be required by the Contractor to take life skills or pre-release training regardless of educational level. Participation in educational programs shall place enrollment priority on Offenders, according to the ITP process.
3. Eligible Offenders in need of educational services shall receive programming (except for college credit) at no cost to the Offenders regardless of the Offenders' willingness or ability to apply for or qualify for financial assistance.
4. All Offenders receiving financial assistance must have a signed statement on file indicating that they willingly applied for financial assistance and that they were informed that such application was not a condition of enrollment.

5. The overall unit schedule shall be designed to accommodate the instructional time frames required for education programs.
6. The Facility education program shall establish a calendar for instruction scheduled to meet a minimum of two hundred ten (210) days per school year and submit this calendar to TDCJ-PFCMOD for approval prior to implementation.
7. The Contractor shall maintain documentation of all educational funding sources.
8. The Contractor is prohibited from contracting with third (3<sup>rd</sup>) parties to provide educational programming for Offenders without prior written approval from the Department.

B. Programs

1. Literacy Instruction

- a. Literacy programming to meet the needs of all Offenders from basic adult literacy through GED level shall be provided and students shall be allowed to attend at least fifteen (15) hours per week.
- b. Academic Programs shall include the following:
  - 1) Basic academic education to include, but not limited to, instruction in reading skill development, language skill development, writing skill, and mathematics necessary for an adult to function in society.
  - 2) Adult secondary education to include, but not limited to, instruction in reading, language arts inclusive of writing production, mathematics, literature, science, and social studies appropriate to prepare the student for successful completion of the GED test battery.
- c. Written curricula are required for all academic programs, and these curricula shall be adult appropriate and coordinated with the Secretary's Commission on Achieving Necessary Skills (SCANS) competencies and workplace skills. All curricula shall be approved by the Department prior to implementation and reviewed at least every three (3) years for subsequent approval by the Department. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation.
- d. Teachers shall demonstrate a method of assessing student progress.

2. Pre-Release/Life Skills Instruction

- a. Students enrolled in such programs shall attend a minimum of three (3) hours per day.
- b. The Contractor providing Pre-Release/Life Skills Instruction for Offenders who have received Further Investigation-Rehabilitation (FI-R) votes shall:

- 1) Use only Windham School District's (WSD) Changing Habits And Achieving New Goals To Empower Success (CHANGES) curriculum for core curriculum Pre-Release/Life Skills Instruction;
  - 2) Comply with the policies and procedures associated with the CHANGES program;
  - 3) Restrict use of the CHANGES curriculum to only those certified teachers who have been approved by WSD to teach the CHANGES program and who have successfully completed the WSD CHANGES training;
  - 4) Accurately and properly track attendance hours and maintain student progress records; provide necessary student records when requested (including attendance hours and student progress records);
  - 5) Ensure that use of the CHANGES curriculum, either in whole or in part, is limited only to the setting associated with the respective Facility;
  - 6) Deliver the CHANGES curriculum as it is written, without alteration, deviation, deletion, or addition of lessons and/or modules. Supplemental material is permissible, but only as such material relates directly to the modules and/or lessons contained in the WSD CHANGES curriculum; and
  - 7) Issue a Certificate of Completion when an Offender has successfully met the requirements for completion as set forth in current WSD CHANGES Policy 8.16. This certificate may be used by the Offender as evidence of program participation for parole and other purposes.
- c. The Contractor providing Pre-Release/Life Skills Instruction for Offenders who have not received FI-R votes shall provide instruction to include, but not be limited to:
- 1) Personal Development;
  - 2) Interpersonal Relations;
  - 3) Civic/Legal Responsibilities;
  - 4) Victim Awareness;
  - 5) Health & Wellness;
  - 6) Career Planning/Employment; and
  - 7) Re-Entry into Society.
- d. Offenders within twenty-four (24) months of release shall be enrolled in a pre-release life skills class. Priority placement shall be given to Offenders who have received FI-R votes. Non-FI-R Offenders shall be placed according to ITP guidelines as space allows.

### 3. Secondary Adult Vocational

- a. The Contractor shall provide secondary level vocational training to Offenders with an ITP need. Students shall attend vocational programs for a maximum of thirty (30) hours per week.
- b. Full length, secondary level vocational programs shall be competency-based and adult appropriate, consisting of a minimum of six hundred (600) clock hours of instruction.
- c. Individual student progress records shall document specific mastery of objectives and skills delineated for secondary adult vocational programs.
- d. Prior to the implementation of each program, secondary level vocational course curricula and course length shall be approved in writing by the Department. The curricula materials will be reviewed by the Department during the Division Level Operational Review every three (3) years. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation. Such curriculum shall be consistent with current industry standards in the respective vocational program.
- e. Secondary level vocational programs shall provide a written and skill assessment methodology for each module.
- f. Certificates of achievement shall be awarded to those secondary level vocational students who:
  - 1) Achieve a minimum written test average of seventy percent (70%);
  - 2) Complete a minimum of seventy percent (70%) of the competencies listed on the student progress record; and
  - 3) Attend a minimum of four hundred fifty (450) hours of the six hundred (600) hour instructional period for the course enrolled.
- g. The collection of fees for services provided in vocational training programs (shop fees) shall be in accordance with Department Policy. Vocational projects shall be appropriate to the course/program being taught.

### 4. Short-Term Vocational Courses

- a. Short-term vocational courses may be provided for those Offenders who would not have sufficient time to complete a regular secondary or college vocational program or who may need training for a job assignment.
- b. Prior to implementation, the Department shall approve in writing, all short-term vocational courses to be offered.
- c. Short-term vocational courses shall:
  - 1) Be forty-five (45) to two hundred (200) clock hours in length, with required attendance of a minimum of ninety percent (90%) of the instructional hours of the scheduled course; and



- 2) Require each student to complete ninety percent (90%) of all skills listed on the student progress record.
5. The Contractor shall provide each vocational shop area with appropriate instructional materials, supplies, and equipment that are acceptable to the Department. The Contractor shall have a listing of the basic materials, supplies, and equipment available for review and approval at the scheduled operational review.
6. Procedures for Vocational Programs
  - a. In addition to Department Policy, all vocational shops/classroom areas shall comply with all applicable WSD policies and operating procedures.
    - 1) Hazardous Tools shall be handled in accordance with WSD Operating Procedures 8.02.
    - 2) Tool Control shall be handled in accordance to AD-03.19 (Control of Tools/Sensitive Items.)
    - 3) Offender Students must have access to and use of all tools included in the vocational curriculum.
  - b. All vocational shops and classroom areas, whether college, secondary or non-credit programs, shall comply with the above vocational procedures.
7. Offenders enrolled in a vocational class without a GED or high school diploma shall be concurrently enrolled in an academic program.
8. General Requirements of College Programs
  - a. The Contractor may enter into a contract for services with the community college and/or university servicing the district where the Facility is located. The academic and vocational course offerings shall be sufficient to meet the needs of the Offender students. The Facility will provide the Department a listing of all college courses to be offered, including course name, number, the proposed time to be taught, and cost per Offender. The list must be provided no less than thirty (30) Days prior to the beginning of each semester.
  - b. The Facility college programs shall operate under the eligibility guidelines of on-campus students applicable to Offender students.
  - c. The Facility principal shall be the authority for the operation of the college program on the Facility and be responsible for identifying and screening prospective college students, participating in registration for classes, processing adds and drops, and providing supervision of college faculty while on the Facility.
  - d. The financial aid office of the contracted local community college or university shall handle all Offender applications for financial assistance for college courses.
  - e. All Offenders participating in the college program shall have a GED or high school diploma, and meet the requirements identified in AD-07.02., (Offender Participation in Educational Programs and Services).

- f. Offenders will be responsible for costs pertaining to all college credit programs or will qualify for financial assistance through the respective college or university.
- g. All courses offered under the auspices of a community college or university, whether for college credit or continuing education credit, shall be taught by employees of the community college or university and supervised by the college.
- h. Certificates presented to Offenders from a community college or university must meet the criteria for certificates mentioned for secondary level vocational courses and short courses and must be taught by employees of the institution.
- i. All contracts with colleges, universities and proprietary schools shall be approved by the Department prior to implementation.

#### 9. Libraries

- a. The Contractor shall maintain and/or provide comprehensive library services that include, but are not limited to, a reference collection containing general and specialized materials, and planned and continuous acquisition of materials to meet the needs of the education staff and Offenders.
- b. Libraries shall follow library procedures in compliance with Department Policy and WSD Operation Procedures 8.09I-VII (Library Services).
- c. Each Facility's collection shall have five (5) books per Offender or ten (10) books per student, whichever is greater.
  - 1) An inventory of the Facility library shall be conducted annually by the professional librarian.
  - 2) Circulation records shall be kept for the purpose of evaluating Offenders' use of the library. Circulation shall be at least twenty-five percent (25%) of the total holdings.
  - 3) Appropriate space, including shelf space, shall be provided for the library. Library seating and workspace for students and teachers shall be provided using the standard library furnishings as appropriate for the instructional program.
  - 4) All general population Offenders (non-student Offenders) shall have reasonable and regular access to the library acceptable to the Department.
  - 5) Library orientation shall be provided to all Offenders.

#### 10. Student Assessment

- a. Appropriate procedures shall be developed for student assessment according to education criteria.
- b. All Offenders shall be assessed on the TABE Form 9/10.

- c. All procedures regarding Educational Achievement (EA) Testing, Test Security, Test Procedures and Test Preparation as written in the current WSD EA Test Procedures Manual, shall be followed without deviation. This manual is available from TDCJ-PFCMOD. The following exceptions to this manual are identified below:
- 1) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only. The requirement for the process identified in these references remains the Contractor's responsibility to produce. For example, EA Book Checkout Forms routinely accessible to WSD are not available to the Facility. It is the Contractor's responsibility to provide a similar form that meets the same requirements as those used by WSD.
  - 2) Offenders shall not take individual sections of the EA Test.
    - All four (4) parts (Reading, Math Computation, Math Application, Language) of the EA Test shall be administered when EA Testing.
    - The entire testing session may last more than one (1) day, but shall be completed within five (5) school days from the date of the first (1<sup>st</sup>) test administered.
- d. For Offenders without valid EA test scores, the Contractor shall administer the EA test used by the Department, which must be documented on the Department's mainframe computer, within ten (10) working days of Offender's arrival. As part of the intake process, the EA score will establish an instructional baseline and assist with the placement decision.
- e. The Contractor shall ensure that seventy percent (70%) of Offenders participating in academic education programming increase their EA composite score by a minimum of 0.5 annually. The Contractor shall develop a methodology to monitor student progress. Any Offender with two (2) EA tests at the same Facility during the current school year shall be considered as an annual enrollee for the purposes of this performance measure. For purposes of this performance measure, an Offender shall be awarded the required progress if the Offender achieves a GED certificate during the Fiscal Year. However, such progress shall be awarded only for a GED certificate or only for demonstrating the required EA progress. An Offender may not be awarded progress for achieving a GED certificate and demonstrating EA improvement.
- f. The Department's goal is for the Contractor to provide approximately six hundred (600) hours of academic education programming annually to the Offender(s). In the event the Contractor fails to meet this goal, the Contractor shall resubmit, for the Department's written approval, the Contractor's education plan for meeting the EA goals. The Department may require the Contractor to provide certified teachers for failure to meet the EA goals, at no additional cost to the Department.
- g. The Contractor may schedule more than three (3) test sessions per school year, however, an individual Offender may not receive more than three (3) EA tests in any one (1) school year (excluding over value tests or incoming tests). Offenders

who over value (OV) on any test shall be administered the next higher level within two (2) weeks of the OV test score date.

- h. Staff administering TABE shall be trained by the Contractor in test administration. Appropriate security procedures shall be followed for test administration and storage of TABE test booklets.

#### 11. Student Placement

- a. Appropriate procedures shall be developed for student placement in all programs according to education criteria.
- b. Procedures shall be used for the identification and placement of Offenders into the educational programs consistent with the Department ITP process. Placement of Offenders into academic educational programs shall be as follows:
  - 1) All highest priority Offenders (ITP Priority 3);
  - 2) If all ITP Priority 3 Offenders are placed in educational programs, all next priority level (ITP Priority 2) shall be placed; and
  - 3) If all ITP Priority 2 and 3 Offenders are placed in educational programs, all next priority level (ITP Priority 1) Offenders shall be placed.
- c. Placement procedures for vocational and pre-release programs shall be appropriate (as determined by the Department) so students can successfully accumulate skills and contact hours for completing the course.
- d. Placement in vocational programs will be based on an assessment of aptitude and interest.

#### 12. GED

- a. With approval from the Texas Education Agency GED Unit, the Contractor shall contract with a GED Chief Examiner to provide GED testing services every two (2) months or as appropriate (as determined by the Department) to accommodate testing needs of the student population.
- b. Only students who do not have a High School diploma from an accredited high school or a GED certificate shall be eligible to be GED tested.
- c. An Offender shall become eligible to GED test when the Offender has achieved the required scores in all EA sub-test areas.
- d. Examiner to student ratio for GED test sessions shall be that as determined by GED Testing Services (GEDTS) and not WSD.
- e. Staff administering GED test shall be trained by the Contractor in test administration. Appropriate security procedures shall be followed for test administration and storage of GED test booklets.

- f. GED test scores shall be updated on the Department's mainframe computer within five (5) working days of receipt of the scores.
- g. All practices regarding GED, GED eligibility (for first time testers and re-testers), and GED test security shall comply with the policies and practices set forth in the current edition of the WSD GED Test Manual. This manual is available from TDCJ-PFCMOD.
- h. Exceptions to the above requirement are as follows:
  - 1) The Facility shall not impose additional exclusionary standards (e.g., GED pre-tests) in order to determine GED eligibility for first (1<sup>st</sup>) time testers;
  - 2) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only; and
    - The requirement for this process identified in these references remains the responsibility of the Contractor to produce. For example, GED Test Administration Logs routinely accessible to WSD are not available to privately operated facilities in the same fashion.
    - The Contractor shall provide a GED Test Administration Log that meets the same requirements as those used by WSD.

### 13. Counseling

- a. Student counseling services to augment and support the instructional program shall be provided by a full-time counselor.
- b. Educational orientations shall be provided for all newly arrived Offenders.
- c. Information on test taking skills shall be provided to all students.
- d. Achievement, language proficiency, GED and vocational testing shall be appropriately (as determined by the Department) coordinated.
- e. Students shall be placed in academic classes based, in part on their achievement battery and grouped according to their functional level, where possible.
- f. Individual and/or group counseling addressing values, self-esteem, goals, manners, rules, etc. shall be provided.

## C. Personnel

### 1. Training

- a. All professional education staff shall complete training as specified in Section C.4.1.
- b. The Contractor shall maintain documentation of the completion of Pre-Service and in-service training in the employee's personnel file and, upon request, make this documentation available to the Department and WSD staff.

## 2. Evaluation

The Contractor shall evaluate professional staff systematically at least annually and use the evaluation data to improve program effectiveness. The evaluation instrument shall address the educational, instructional and professional development of the professional staff.

## 3. Substitute Teachers

- a. Facility shall utilize qualified, Substitute Teachers (as defined by the Department/WSD) as needed to provide continual educational services to the Offender population.
- b. Substitute Teachers shall have a high school diploma or GED.
- c. The Contractor staff, identified in the PCN List, may serve as Substitute Teachers only for periods of time when they are not regularly scheduled to work regardless of whether their job description includes this function.
- d. Classes cannot be combined or class schedules adjusted in the absence of a teacher to avoid having to hire a Substitute Teacher.
- e. The Contractor shall not include Substitute Teachers in the Staffing Plan (Exhibit J.1).
- f. The Contractor shall submit the following reports, accurately by the fifth (5<sup>th</sup>) working day of the month, to the TDCJ-PFCMOD Director or designee:
  - 1) Education Services Report; and
  - 2) Education Services Approved Instructor and Substitute Log.

**Note:** The above reports must be submitted in signed format as well as electronically in Microsoft Excel® format.

## 4. Staffing Certification Requirements

- a. Certification requirements for directors, teachers (excluding vocational teachers), counselors and supervisors must be verified and approved by TDCJ-PFCMOD.
- b. Vocational teachers must possess a bachelor's degree from an accredited college or university and three (3) years full-time, wage-earning experience, within the last eight (8) years, in the subject content area of assignment, or a high school diploma from an accredited high school, or hold a GED equivalent, and five (5) years full-time, wage-earning experience within the last eight (8) years, in the subject content area of assignment. Work experience must be verified by a History of Qualifications (HOQ) and approved by TDCJ-PFCMOD.
  - 1) For business computer courses (not computer maintenance), the teacher must have a bachelor's degree from an accredited college/university in business or computer science, or a bachelor's degree in any field and eighteen

(18) hours of business courses, and three (3) years full-time, wage-earning experience within the last eight (8) years.

- 2) For horticulture courses, the teacher must have a bachelor's degree in agriculture from an accredited college or university and three (3) years full-time, wage-earning experience in horticulture within the last eight (8) years.
- 3) For landscape design, construction and maintenance courses, the teacher must have a bachelor's degree in agriculture and have three (3) years full-time, wage-earning experience in landscape or a related field within the last eight (8) years.

#### 5. Student Records

- a. Daily attendance records are maintained for each class. The Facility compiles and maintains both monthly and yearly totals of contact hours.
- b. Student Participation Records (SPRs) are maintained showing: date of enrollment, drop date, and certificates earned for each class.
- c. EA scores and GED results for individual students are maintained and posted in a timely manner.
- d. Analysis of test results is performed on a regular basis to monitor student progress and evaluate programs.
- e. Offender education claims shall be entered on the Education and Incarceration (EDIC) assessment screen using the specific user ID login provided by TDCJ-PFCMOD. Updates to the Department databases shall be accurate, timely and consistent with methods utilized by WSD.
- f. Offender education claims shall be verified and results shall be posted within one (1) week of receiving results.

#### 6. Performance Goals

- a. Seventy percent (70%) or more of vocational participants will earn certificates of completion.
- b. Seventy percent (70%) or more of pre-release participants will earn certificates of completion.
- c. The Contractor shall not exceed a maximum student/teacher ratio of twenty-eight to one (28:1).
- d. The Contractor shall develop and submit to TDCJ-PFCMOD for approval, an annual performance report within ninety (90) Days of the completion of each school year that includes:
  - 1) Unit Profile;
  - 2) Education Department Profile;

- 3) Education Department Staffing Plan;
  - 4) Program Offering Description(s);
  - 5) Student Performance Measures:
    - Percent of students demonstrating appropriate gains of TABE test
    - GED information
    - Number of students tested
    - Number of students completing GED;
  - 6) Library Report;
  - 7) Needs Assessment Survey and Survey Results;
    - Offender
    - Faculty/Staff
    - Program
  - 8) Annual Professional Development Activities and Hours; and
  - 9) Plans for Improvement.
- e. Students shall participate at least three (3) hours per day, five (5) days per week in assigned educational program(s).
  - f. Facility shall maintain attendance at ninety-two percent (92%) of the scheduled attendance.

#### **C.4.9 Health Services**

- A. The Department will contract with the Department's Health Care Provider(s) to provide complete health care services including medical, dental, mental health, pharmaceutical, medical records, emergency care and sick call services for Offenders assigned to the Facility.
- B. The Contractor shall be responsible for working cooperatively with the contracted health care staff to ensure the effective operation of the health care program at the Facility.
- C. The Department Division Director for Health Services will be the final authority in the event of a disagreement relating to the delivery of health care services between the Contractor and health care staff.
- D. The Contractor shall be responsible for providing security, general housekeeping and Facility maintenance in the medical area of the Facility.



- E. The Contractor shall also be responsible for providing security for any Offender admitted to a free-world hospital for the duration of the Offender's hospitalization.
- F. The accepted form of written notification of an Offender's hospitalization is to be via the Department's Mainframe Email.
  - 1. In the event an Offender requires emergent or urgent admission to a Tertiary Care Facility, the Facility must immediately inform TDCJ-PFCMOD and submit notification via the Department's Mainframe Email to the following: the Health Services Liaison at terminal HSLIAISON, the Transportation Office at HQTN001 and the Classification and Records Department at CLASSMED. Messages shall be sent to the above terminals twenty-four (24) hours a Day.
  - 2. The Offender's name, TDCJ number, Facility name, admitting diagnosis, sending and accepting physician, destination, means of transportation, and time of hospital admission must be included in the Mainframe Email.
- G. All free-world hospital transfers shall be included in the Facility Contractor's Midnight Strength Report for any midnight during which the Contractor is providing security for the Offender.
- H. In the event that an Offender is transferred to the Facility and is considered by the Facility physician or medical director to be medically, physically, or mentally inappropriate to be incarcerated in the Facility, the office of the TDCJ Health Services Liaison may be contacted for request and consideration of reassignment of the Offender to the Department.

#### **C.4.10 Recreation**

- A. The Contractor shall provide a recreation program that complies with all the Department Recreation Policies.
- B. If the recreation program includes a craft shop, it shall be operated in compliance with Department Policy to include craft sales processing.
- C. The Contractor shall provide adequate physical facilities (inside and outside), equipment, and supplies for a recreation program that comply with Department Policy.
- D. The Contractor shall provide a detailed Recreation Schedule, apart from the Building Schedule (Section C.4.22) in accordance with Department Policy.
- E. The Contractor shall provide the following information regarding television and FM radio systems:
  - 1. Whether TV and FM signals will be provided by a cable company or by other means and the estimated monthly cost associated with these services.
  - 2. The network and channel select programming that will be provided. The network and channel selection must be approved by TDCJ-PFCMOD.
  - 3. Television set-up methods in the dayrooms.

**C.4.11 Legal**

- A. In order to ensure that Offenders are afforded their constitutional right of access to state and federal courts, to legal counsel and to public officials and agencies, the Contractor shall provide all services and supplies required by Department Policy.
- B. The Contractor shall provide space for and access to a legal library containing all resources necessary to meet all requirements as outlined in the Department's Uniform Offender Access to Courts, Counsel and Public Officials Rules.

**C.4.12 Visitation**

- A. The Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program that meets all Department Policies and the Department Visitation Plan.
- B. The Duty Warden shall be the Senior Warden, Assistant Warden(s), Chief of Security, Major or equivalent of any of these positions. A Facility not staffed with an Assistant Warden may request to utilize a position equivalent to a Captain as Duty Warden.
- C. The Duty Warden shall be designated as the Family Liaison Officer.
- D. The Family Liaison Officer shall be physically located on the Facility during all hours of visitation.

**C.4.13 Commissary**

- A. The Contractor shall operate a commissary program that shall supply those items identified in the Commissary and Trust Fund Department's Master List to Offenders at the Facility.
- B. All revenue derived from the unit commissary shall be reported and expended pursuant to Department Policy and Section C.4.30 of this Contract. The Contractor shall not expend any funds from the commissary revenue without the prior written approval of the TDCJ-PFCMOD Director or designee. Such written approval shall be in the format and frequency as determined by the TDCJ-PFCMOD Director or designee.
- C. The Department commissary employees are paid according to the Classification Schedule and are non-exempt from the overtime provisions of the Fair Labor Standards Act, as amended; therefore, commissary personnel receive overtime. The Contractor shall follow the same employee Classification Schedule for its commissary personnel.
- D. Commissary employee's salaries are paid from commissary receipts. Their salaries and fringe benefits shall not be calculated in the Contractor's per diem cost calculation.
- E. Commissary employees shall not engage in other employee or business activities that may constitute a conflict of interest with commissary duties.
- F. The Contractor shall become a party to the Department Commissary System utilizing the Department Point-of-Sale and Offender Trust Fund systems.

- G. The Contractor shall dispose of any merchandise in possession of an Offender, which is considered contraband by the Department, in accordance with Department Policy, prior to Offender's return to a Department Unit.
- H. All machinery, equipment, furniture, and other items of tangible personal property that are purchased with the commissary revenue shall become the property of the Department and shall remain on the Facility and shall be jointly inventoried by the Contractor, the Department and the subsequent contractor, if necessary.

#### **C.4.14 Pest Control**

The Contractor shall, at its expense, provide pest control treatments at the Facility. The pest control treatment schedule, at a minimum, shall include the following:

- A. Food Services Department and Commissary: Thirty (30) Day intervals.
- B. All other non-food handling areas: Ninety (90) Day intervals.

#### **C.4.15 Maintenance, Remodeling, Damages, and Condemnation**

The Contractor shall at its expense, establish, document, and implement a maintenance program which maintains the physical structure of the Facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance. The Facility and all State-Owned Equipment shall be maintained, preserved, and kept in good repair, working order and condition. The Facility and such equipment shall meet or exceed original specifications, subject to normal wear and tear, in accordance with the performance objectives described in the maintenance program controls, to include those identified by self-monitoring, Department reviews, and/or inspections.

- A. During the Contract Term and except as provided herein for repair or replacement of equipment, the Department shall have no responsibility, financial or otherwise, with respect to the maintenance of the Facility. Maintenance of the Facility shall be the sole responsibility of the Contractor.
- B. The Contractor, at its expense, shall maintain one (1) State-Owned computer and printer meeting the minimum specifications as defined by the Department, for the sole purpose of supporting maintenance operations.
  - 1. This computer and printer shall be installed according to the Department's requirements by Department personnel with software provided by the Department.
  - 2. All software and licenses shall remain the property of the Department.
  - 3. This computer and printer shall neither be loaded, altered, configured nor used for any other purpose without the specific authorization of the Department.
  - 4. Any required upgrades, replacements or repairs to this computer or printer shall be the responsibility of the Contractor.
  - 5. Upgrades to or replacement of this computer, printer or software shall meet or exceed the specifications of the Department's maintenance computers and printers; and, if

replaced, shall become an item of State-Owned Equipment, remaining on the Facility at expiration of the Contract.

6. The Contractor shall be responsible for all travel and lodging expenses for maintenance staff to attend the Department provided training for maintenance operations.
- C. The Contractor shall have the authority, with prior written approval by the Department, to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility.
1. The cost of such remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the Contractor, unless the Department has agreed in writing to reimburse the Contractor for those costs. Such remodeling, substitutions, alterations, additions, modifications and improvements shall become part of the Facility.
  2. Where required by the Department, the design and construction of remodeling, substitutions, alterations, additions, modifications and improvements shall be accomplished in accordance with the Texas Engineering Practice Act and the Texas Board of Architectural Examiners.
  3. Additionally, when required by the Department, the engineering plans, specifications, and estimates shall be prepared by, and the engineering construction, shall be executed under the direct supervision of a State of Texas Registered Professional Engineer.
- D. Promptly after the occurrence of any damage to or loss of a Facility that materially affects the continued operation of such Facility, the Contractor shall notify the Department in writing of such loss or damage.
1. The Department and the Contractor shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss.
  2. If the Department and the Contractor determine that such rebuilding, repairing or restoring is practicable and desirable, the Contractor shall proceed with such rebuilding, repairing or restoring and upon the completion thereof, such rebuilding, repairing or restoration shall thereupon become part of the Facility.
  3. In such case, any insurance proceeds received in respect of such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, and the Contractor and the Department determine to repair, rebuild or restore the Facility, the Contractor shall pay from its own moneys that portion of the costs thereof in excess of such proceeds.
  4. If the Department and the Contractor determine not to rebuild, repair or restore the Facility, then this Contract shall terminate with respect to such Facility thirty (30) Days after such determination.

- E. In the event that title to or the temporary use of a facility, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, promptly after such condemnation or exercise of the power of eminent domain, the Department and the Contractor shall jointly determine whether to restore or replace the Facility.
1. If the Department and the Contractor elect to restore or replace the Facility, the Contractor shall proceed with such restoration or replacement, and such restoration or replacement shall become part of the Facility.
  2. In such case, any proceeds received from any award or awards in respect of the Facility or any part thereof made in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be for payment of, or reimbursement for, the costs of such restoration or replacement.
  3. If the Contractor and the Department determine not to restore or replace the Facility, then this Contract shall terminate with respect to such Facility thirty (30) Days after such determination.
- F. The Contractor may, with prior written approval by the Department and after the Services Commencement Date, at its own expense, install machinery, equipment, and other personal property on the Facility, which may be attached or affixed to the Facility.
1. All such machinery, equipment, and other personal property, other than any State-Owned Equipment, shall remain the sole property of the Contractor.
  2. The Contractor may remove the same from the Facility at any time, in its sole discretion and at its own expense, provided, that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired to its original condition by the Contractor at its expense.
  3. The Contractor shall identify to the Department and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of State-Owned Equipment, which is purchased by the Contractor. Such ancillary or supplemental machinery and equipment shall remain the property of the Contractor and shall be removable by the Contractor provided that such removal does not impair the operation of the State-Owned Equipment to which it had been ancillary or supplemental.
- G. The Contractor shall maintain an inventory of all State-Owned Equipment.
1. Such inventory shall include the manufacturer, model number, serial number, purchase cost and assigned identification number and location.
  2. All State-Owned Equipment shall remain part of the Facility and may not be removed from the Facility without prior written approval from the Department.
  3. The Department and the Contractor shall be entitled to conduct an inventory of all State-Owned Equipment prior to the Service Commencement Date. The Department shall be entitled to conduct periodic inventories of State-Owned Equipment throughout the Contract Term.

4. The Contractor shall conduct an annual inventory of all State-Owned Equipment as scheduled by the Department and submit a report to the TDCJ-PFCMOD upon completion. The Contractor shall cooperate with the Department in its conducting of all inventories of State-Owned Equipment.
- H. The Contractor shall, at its expense, repair any item of the Facility's infrastructure or State-Owned Equipment, within thirty (30) Days from the date of discovery, when the repair cost is \$25,000.00 or less.

The Contractor shall, at its expense, be responsible for the replacement cost of any item of the Facility's infrastructure or State-Owned Equipment that is inoperable beyond repair, within thirty (30) Days from the date of discovery, with equipment having like functional ability, life expectancy and quality as determined by the Department when the replacement cost is \$25,000.00 or less. The Contractor shall obtain the Department's approval prior to the replacement of any item the Facility's infrastructure or State-Owned Equipment.

1. Compliance with this Contract provision can be accomplished only with the repair or replacement completed within the required thirty (30) Day period. Non-compliance could result in the Department purchasing or repairing an item of the Facility's infrastructure, equipment or system and withholding the cost from the Monthly Contractor Payment.
2. Actions such as submitting a purchase order, requesting purchase approval from corporate headquarters or the addition to a budget request for subsequent purchase, etc. do not constitute compliance with this thirty (30) Day requirement.
3. The Department reserves the right to inspect and accept any work associated with the installation of a replacement item of the Facility's infrastructure or State-Owned Equipment. The Contractor is required to correct all deficiencies identified by the Department and to obtain acceptance of the work by the Department.
4. Equipment replacement cost will be determined by "Current Market Price Replacement Cost" as decided by the Department. Such replacement equipment shall be added to the inventory.
5. The Department shall be notified in writing each time that an item of State-Owned Equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, and serial number and assigned identification number) for the replaced item.
6. Unless instructed differently by the Department, the Contractor shall dispose of inoperable equipment replaced by the Contractor per Department Policy.
7. Department Policy shall be followed in reporting State-Owned Equipment that has been lost, stolen or destroyed.
- I. For the replacement cost of any item of the Facility's infrastructure or State-Owned Equipment that is inoperable beyond repair with a replacement cost over \$25,000.00, the Contractor shall be responsible for the initial \$25,000.00 and the Department is responsible for any amount above \$25,000.00. The replacement equipment shall have

like functional ability, life expectancy and quality as determined by the Department. Such infrastructure items include but are not limited to State-Owned Equipment such as water heaters, electrical panels, commodes, individual surveillance cameras, door locks, fire alarm, computer network, etc.

1. The Contractor shall submit a Major Work Request (MWR), along with three (3) quotes/bids to the TDCJ-PFCMOD. The Department retains final decision authority in the selection of the quote.
2. Equipment shall be properly maintained by the Contractor. The Contractor shall be responsible for all repairs and/or replacement costs for equipment that result from improper preventative maintenance or lack of corrective maintenance as determined by the Department.
3. The Department retains final decision authority regarding the Contractor responsibility for the Facility's infrastructure and State-Owned Equipment.

#### **C.4.16 Risk Management**

- A. The Contractor shall operate and maintain the Facility in compliance with all applicable federal, state and local safety and fire codes, and Department Policies relative to risk management and Americans with Disability Act Standards.
- B. The Contractor shall establish a risk management program that shall include, but is not limited to occupational safety and health, environmental and emergency management.
- C. The Contractor shall designate an Alternate Risk Manager to perform required duties for the Facility during the absence of the Risk Manager.
- D. The Contractor shall report, verbally, followed by email notification, serious and/or unusual incidents to the Department immediately and upon learning of the event.
- E. The Contractor shall complete injury and other types of reports in the format and within time frames established by the Department.
- F. The Contractor shall submit a monthly report listing all serious and/or unusual incidents as part of the monthly operation reports.

#### **C.4.17 Utilities**

The Contractor shall be responsible for all utility arrangements and estimating the cost for electricity, natural gas, water, etc. Consumption and cost information shall be shared with the Department as an ongoing operational program as required.

#### **C.4.18 Chaplaincy and Volunteer Services**

The Contractor shall provide and operate Chaplaincy and Volunteer Services in compliance with Department Policies. The Contractor shall provide a description of the Chaplaincy program.

**C.4.19 Spanish Language Assistance**

The Contractor shall provide either qualified Spanish language interpreters or a third party recognized language service to provide assistance to eligible Offenders in accordance with Department Policy.

**C.4.20 Offender Grievance Procedure**

The Contractor shall provide necessary resources and shall implement the Department's Offender Grievance Procedure in accordance with Department Policy.

**C.4.21 Programmatic Activities**

- A. The Contractor shall implement programmatic activities to include full-time work, academic, vocational, OJT and supervised intramural activities in accordance with Department Policies.
- B. The Contractor shall describe each programmatic activity to be provided to Offenders.

**C.4.22 Security (See exceptions in Exhibit J.14)**

- A. The Contractor shall adequately secure buildings and provide other security equipment necessary to maintain control of assigned Offenders.
- B. The Contractor shall be responsible for the physical custody of all assigned Offenders at all locations where these Offenders are permitted as defined by the terms of this Contract.
- C. The Contractor shall provide reimbursement to the Department for costs incurred by the Department in the event of escape(s) or other extraordinary events at the Facility or from any location where the Contractor is responsible for the Offender. Estimated costs shall not be used for reimbursement. The costs to be reimbursed shall include but not be limited to:
  - 1. Authorized uniformed officers provided by the Department;
  - 2. Costs related to the use of authorized personnel from the Office of the Inspector General;
  - 3. Costs for the handlers of tracking dogs; or
  - 4. All necessary and related expenses to support the staff authorized to be on the scene and to protect public safety (i.e., wire taps, excessive mileage, excessive cell phone bills, etc.).
- D. The Contractor shall ensure all areas adjacent to the perimeter are visible under all conditions or monitored on a regular basis by perimeter patrol.
- E. The Contractor shall provide an emergency procedures/security manual for confidential use by staff supervisors employed by the Contractor that meets requirements in the Department's Emergency Procedures (Volume IV of the Department's Security Manual). The temporary evacuation of Offenders shall be included in Section 8 (Mass Evacuation) of the Contractor's plan as well as acknowledgement by the Contractor to comply with



“real time” Department instructions associated with such an evacuation (i.e., Contractor responsibilities for staff assistance, Offender supplies/support, Offender transportation, etc.).

- F. The Contractor shall provide a comprehensive Building Schedule, which includes recreation, in accordance with Department Policy.

#### **C.4.23 Disciplinary Rules and Regulations**

The Contractor shall operate an Offender disciplinary process in compliance with Department Policy.

#### **C.4.24 Good Time**

The Contractor shall make reports of disciplinary violations and good behavior to the Department. The Department shall have the sole right to make all final decisions for award and forfeiture of good time.

#### **C.4.25 Self-Monitoring**

- A. The Contractor shall conduct self-monitoring, utilizing a comprehensive self-monitoring plan providing for both continuous Facility-level self-monitoring and quarterly Corporate-level self-monitoring.
- B. The Contractor shall designate an employee as the staff member responsible for continuous Facility self-monitoring and provide a description of reporting procedures for Facility self-monitoring including frequency and subject matter. Copies of the Facility self-monitoring reports shall be retained on the Facility and available, upon request, to Department staff.
- C. The Contractor shall also provide a description of reporting procedures for corporate quarterly Facility self-monitoring by the Authorized Representative's designees. Additionally, the Contractor shall ensure that copies of corporate quarterly self-monitoring reports shall be submitted to the TDCJ-PFCMOD Director or designee on a quarterly basis.

#### **C.4.26 Drug Testing**

The Contractor shall conduct quarterly drug testing for all assigned Offenders in compliance with Department Policy.

#### **C.4.27 Individualized Treatment Plans (ITP)**

The Contractor shall be responsible for ensuring an ITP is reviewed and/or completed for each Offender in compliance with Department Policy.

#### **C.4.28 Mail**

The Contractor shall receive, process and deliver Offender mail in accordance with Department Policy.

**C.4.29 Community Work Projects and Public Service Programs**

- A. The Contractor shall participate in or establish Community Work Projects and/or Public Service Programs in compliance with Department Policy.
- B. All community work and public service projects, regardless of duration, require prior approval by the TDCJ-PFCMOD Director or designee. (Department Project Agreement Forms).

**C.4.30 Facility Generated Income**

- A. The expenditure of and accounting for all Facility Generated Income to include, but not limited to, commissaries and telephones shall be in accordance with Department Policy.
- B. All Facility Generated Income, which is not submitted directly to the Department, shall be maintained in a checking account that is insured by the FDIC and is designated specifically for this revenue. Unless otherwise mandated, these funds shall be deposited in accordance with Department Policy. Each method of income producing revenue shall be tracked separately. A copy of the account bank statement will be forwarded to TDCJ-PFCMOD on a monthly basis.
- C. All telephone revenue that is submitted directly to the TDCJ Cashier's Office shall be submitted monthly from the subcontracted vendor providing telephone services to the Contractor. In addition to the check, a completed Revenue Identification Form (Exhibit J.12) shall be included with this payment. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD.
- D. All funds in excess of the federally insured amount of the account must be immediately forwarded to the TDCJ Cashier's Office with a copy of the monthly bank statement and a completed Revenue Identification Form, which is included as Exhibit J.12. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. At no time will an account exceed the amount that is federally insured.
- E. The Texas Workforce Commission (TWC), Business Enterprises of Texas (BET), shall be responsible for all vending machines located on the Facility. The Contractor shall not have access to revenue generated from the vending machines.
- F. All found/confiscated money shall be forwarded to the TDCJ Cashier's Office in accordance with Department Policy. In addition to the check or money order, a completed Revenue Identification Form shall be included to document the type of financial transaction. A copy of this check or money order shall also be forwarded to TDCJ-PFCMOD.
- G. All Facility Generated Income expenditures by the Contractor shall receive prior written approval in the format and frequency determined by TDCJ-PFCMOD. The Contractor shall reimburse the Department for all expenditures from Facility generated revenue for which prior approval from the Department was not obtained.
- H. The Department reserves the right to utilize Facility Generated Income for the benefit of the Facility.

- I. Balances in all account(s) shall be returned to the TDCJ Cashier's Office, along with a completed Revenue Identification Form, at the end of each Fiscal Year (August 31<sup>st</sup>) or at the expiration or termination of this Contract. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. The TDCJ Cashier's Office must be in receipt of these funds no later than forty-five (45) Days following the above dates.

#### **C.5 ACCESS TO PREMISES/PERSONAL IDENTIFICATION**

The Contractor is responsible for expenses of employee identification cards and shall submit a prototype employee identification card for Department approval. The Contractor employee identification card shall incorporate security features that cannot readily be replicated in the program or commercially. Identification procedures for employees and visitors are to be established in accordance with Departmental Policy.

#### **C.6 USE OF FORCE (See exceptions in Exhibit J.14)**

- A. Force may be used to achieve the compliance of an Offender or to maintain a safe and secure environment for Offenders and staff, only to the extent necessary to gain compliance and as described in the Department's Use of Force Plan.
- B. All uses of force on Offenders and the reporting and documentation of uses of force shall be in accordance with the Department's Use of Force Plan to include accurate and complete reporting of all uses of force as well as correcting errors identified by the TDCJ-PFCMOD (Regional-Level) Use of Force Reviewer and/or the Department Administrative Monitor for Use of Force.
- C. For purposes of this Section, the Contractor's employees include the employees and agents of any independent contractor subcontracted by the Contractor who are performing security duties or functions. Only these Contractor employees shall have authority to use force on Offenders.
- D. Designated Contractor employees shall be trained to utilize use of force equipment approved by the Department. Only appropriately trained Contractor employees shall be authorized to carry and use firearms.
- E. Should a violation of the Department's Use of Force Plan occur by the Contractor's employee(s), the Contractor shall take immediate action acceptable to the Department.

#### **C.7 DEPARTMENT FURNISHED ITEMS/FACILITIES**

##### **C.7.1 Facility**

The Department shall make the Facility available to the Contractor for performance of its Services under this Contract.

##### **C.7.2 Department Policies and Procedures**

The Department shall provide guidance to the Contractor in establishing approved remote access to Department Policies, operational procedures, plans and manuals as well as changes to said policies, operational procedures, plans and manuals. The Contractor shall be provided with an initial copy of Department Policies, operational procedures, plans and manuals;

however, the Contractor shall be responsible for all costs associated in obtaining additional replacement copies of these policies and procedures.

#### **C.8 ACA ACCREDITATION**

- A. If the award of this Contract is to a Contractor other than the current Contractor, the Contractor shall obtain ACA accreditation for the Facility within eighteen (18) months of the Service Commencement Date. The Contractor shall maintain compliance with all applicable ACA standards and ACA accreditation at all times thereafter.
- B. If the current Contractor is awarded this Contract, ACA accreditation shall be maintained at all times.
- C. All accreditation fees shall be the Contractor's responsibility.
- D. The Contractor shall, immediately upon receipt, provide a copy of the initial ACA Accreditation Report to TDCJ-PFCMOD.
- E. Upon completion of the ACA Accreditation Hearing, the Contractor shall provide a copy of the final ACA Report to TDCJ-PFCMOD.
- F. Upon ACA accreditation, the Contractor shall provide a copy of their certificate to TDCJ-PFCMOD.

#### **C.9 PRISON RAPE ELIMINATION ACT (PREA)**

- A. The Contractor shall comply with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails and report any Offender sexual abuse or sexual harassment to TDCJ-PFCMOD and in accordance with Department Policy.
- B. The Department designated Contract Monitor will monitor the Facility to ensure the Contractor is compliant with the PREA Standards for Adult Prisons and Jails.

#### **C.10 DEPARTMENT DESIGNATED STAFF**

- A. The Department shall designate a Contract Monitor (Section G.2.3) to review all administrative and programmatic requirements of this Contract.
- B. The Contractor shall provide, at its own expense, a separately keyed private and secure office(s) in the Administrative Building/Area of the Facility for the Contract Monitor that meets the Department's Office of Space Management requirements (i.e., one hundred (100) square feet per Contract Monitor).
- C. The Contractor shall provide all furniture, office equipment, office supplies, dedicated telephone and fax line, fax machine, telephone, answering machine, and printer/scanner combination meeting the Department specifications as defined by TDCJ-PFCMOD and mainframe computer connection for the Contract Monitor at the Contractor's cost.
- D. The Contract Monitor shall be a full time employee of the Department and the Contractor will exercise no control over the Monitor. The Contract Monitor shall exercise no control over the daily operation of the Facility.

**C.11 DEPARTMENT RECORDS**

- A. Upon conclusion of this Contract, including management transition to the Department or another contractor, the complete certified set of Offender records, files and logs as specified in Exhibit J.6 will revert to the Department, be retained by the current Contractor, or transition to the new contractor.
- B. Offender records shall be labeled in a manner satisfactory to the Department as well as organized and retained in the original folder. The Contractor shall comply with additional instructions pertaining to Department records as detailed in Section H.9 of this Contract.
- C. The Department reserves the right to supervise the records preservation, boxing, labeling and movement to a secure, separately keyed and locked area on the Facility until the management transition is complete.
- D. In the event the Contractor requires copies of any records after conclusion of the Contract or Contract expiration and Facility management transition, the Department shall furnish copies to the Contractor at the Contractor's expense.
- E. Records shall be maintained in accordance with the Department Records Retention Schedule.

**SECTION D – RESERVED FOR FUTURE USE**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION OF SERVICES

- A. The Department and other Government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Facility. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Offender records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.8 of this Contract.
  - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the Department approved extension, excluding Division Level Operational Reviews conducted by the TDCJ Administrative Review and Risk Management (ARRM) Division.
  - 2. The Contractor shall correct all areas identified as non-compliant in a TDCJ Division Level Operational Review immediately. It is the expectation of the Department that all areas previously identified as non-compliant are corrected by the date of the TDCJ Follow-Up Operational Review.
  - 3. If any of the Services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

**E.2 INSPECTION OF FACILITIES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the Facilities and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the TBCJ and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other Persons designated by the Department including Office of the Inspector General, shall be admitted into the Facility at any time.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.9, Books and Records, concerning record retention.



**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audits or inspections pertaining to Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 936-437-7100, or Crime Stoppers at 1-800-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 CONTRACT TERM**

The Contract will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and two (2) two (2) year renewal Option Periods (September 1, 2019 through August 31, 2021 and September 1, 2021 through August 31, 2023).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services.

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, CONTRACT MONITOR AND FACILITY ADMINISTRATOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other Persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Executive Director on all matters pertaining to the population management of the Facility and compliance with this Contract. The Department's Authorized Representatives may designate other Persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any Person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director. In the event the Contractor makes any change at the direction of any Person other than the Executive Director, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Reita Johnson.
- B. The telephone number for the Contract Specialist is (936) 437-7135.

- C. The facsimile number of the Contract Specialist is (325) 223-0310.
- D. The e-mail address of the Contract Specialist is reita.johnson@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify the Contract shall be made in writing to the TDCJ-PFCMOD, and a copy submitted to the Contract Specialist.

### **G.2.3 Contract Monitor**

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

### **G.2.4 Facility Administrator**

The Contractor shall provide a Facility Administrator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Facility Administrator shall have full authority to act for the Contractor in the performance of the required Services. The Facility Administrator or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

## **G.3 INVOICE REQUIREMENTS**

- A. The Contractor shall invoice the Department for each calendar month, one (1) calendar month in arrears for the amount due for Services, and the Department shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice and supporting documentation. The Contractor may offer prompt payment discount, for example, one percent (1%), 15 Days (refer to page 1, block 7 of the of the Solicitation, Offer and Award form) if the Contractor desires expedited Payment. Prompt payment discounts and payment terms must be stated on each invoice.
- B. The Contractor's Monthly Invoice shall include the following information:
  - 1. Name of business, remittance address, and invoice date;
  - 2. Contract number;
  - 3. Descriptions, price, and quantity of Services rendered;
  - 4. Daily census; and

5. Prompt payment discount.
- C. The Contractor's supporting documentation shall include the following information:
1. PVR;
  2. PCN Listing;
  3. Staff Overtime Report;
  4. Staff Statistics Report;
  5. Education Services Report; and
  6. Education Services Approved Instructor and Substitute Log.
- D. Original Monthly Invoices shall be submitted to the office designated below no later than the fifth (5<sup>th</sup>) working day after the end of the preceding month:
- TDCJ – Private Facility Contract Monitoring/Oversight Division  
Attention: Business Operations  
Two Financial Plaza, Suite 300  
Huntsville, TX 77340
- E. The Contractor shall have thirty (30) Days from receipt of payment to submit a request for consideration to review any discrepancies or inaccuracies.

#### **G.4 PAYMENTS**

- A. The Payment schedule shall be based on occupancy level determined by current Offender accounting procedures (Midnight Strength Report).
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice  
Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website:  
[www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

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#### **G.4.1 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the Services hereunder based upon the Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of Services furnished by the Contractor so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the Additional Services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the Additional Services because of such change in Department Policies.
- D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of new policy is required immediately due to security or public safety issues.
- E. If mutual agreement is not reached within thirty (30) Days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) Days has lapsed as set forth in paragraph G.4.2 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.
- F. In the event that such changes in Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

#### **G.4.2 Failure to Agree on Compensation for Additional Services**

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) Days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

**G.4.3 Payment Adjustment**

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.4.2.I, Exhibit J.3 or any money determined to be due as specified under Section E.1.C.
- B. If it is determined the amount of Monthly Contractor Payment is not adequate to cover the money due to the Department, then all of the Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt unless the Contractor and Department mutually agree on an alternative payment method.

**G.4.4 Late Payment**

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due as described in Section G.4 hereof shall accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

**G.4.5 Deductions for Unacceptable Compliance**

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.

**G.4.6 Withholding of Payment**

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports as required in Section C;
  - 2. Failure to respond to audit reports as set forth in Section E.1.C; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Monthly Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final Payment to the Contractor pending the Department's acceptance by and transfer of State-Owned property to the Department.

- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final Payment.
- F. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

#### **G.4.7 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any Payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

#### **G.4.8 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

#### **G.4.9 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Specialist with 1 and 2 below:
  - 1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of



Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and

2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury:
    - a. By accident, \$2,000,000 per each accident; and
    - b. By disease, \$2,000,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. Commercial Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.
  - 3. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$2,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$5,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided

with the same liability limits. It may be included within the General Liability policy or written on a separate policy.

- c. Liability coverage shall include coverage for damage to property and injury to Persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
  - d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
4. Professional Liability (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
  5. If the Contractor's operations involve the use of hazardous materials/pollutants including but not limited to oil, fuels, antifreeze or chemicals, then: Environmental Impairment or Pollution Liability Insurance to include coverage for the handling, removal, storage, testing, transportation and disposal of these materials, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
  6. Commercial Crime insurance to cover losses from Employee Dishonesty with a minimum limit of \$50,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

**Note:** If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

### H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of responsible party.
- F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring a written notice of cancellation to the Department.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas.
- I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor. The deductible may exceed five percent (5%) of the required yearly aggregate limit of coverage for each occurrence. The Contractor is responsible for the first (1<sup>st</sup>) dollars to be paid for any such claim.
- J. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## H.2 SUBCONTRACTORS

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.

- E. Any arrangement by the Contractor with an affiliate or member company to provide Services to the Facility shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 5. The subcontract shall contain the required Authority to Audit clause referenced in Section E.4, and the required Non-Discrimination clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285. Pursuant to the Texas Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, Rule 20.285, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included in Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth (5<sup>th</sup>) Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2.

### **H.3 TRANSITION**

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current contractor management to either the Department management or management by a third party of the Facility.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

### **H.4 CERTAIN PROHIBITIONS**

- A. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to the Contractor the authority to, and the Contractor shall not have any authority to:
  - 1. Calculate Offender release and Parole eligibility dates;
  - 2. Award or remove good conduct time to Offenders;
  - 3. Approve Offender's work, medical or for non-medical emergency absences, or for pre-parole transfers; or
  - 4. Classify Offenders or place Offenders in less restricted custody than the custody ordered by the Department. The Department shall have the sole authority to assign or transfer Offenders from the Facility.
- B. Provided, however, that this Section shall not prevent the Contractor from making recommendations to the Department with respect to any of the above without the prior written decision of the Department.

**H.5 APPROVAL OF EMPLOYEES**

- A. The Contractor shall retain no Upper Level Management Personnel for administration of the Facility without prior approval of each selection by TDCJ-PFCMOD, which approval shall not be unreasonably withheld.
- B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position, from any Facility under Contract with the Department to another facility under contract with the Department, notification of this transfer must be made to TDCJ-PFCMOD by so indicating on the vacancy reports.
- C. Upon request by the Department, Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

**H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

**H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20.21; 42 U.S.C. 3711, et seq., as amended; Texas Government Code, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations,

and return or destroy such information when it is no longer needed to perform the Services contemplated herein.

- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.9 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

#### **H.10 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of



any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

#### **H.11 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

#### **H.12 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence Services at the Facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

#### **H.13 UTILIZATION OF FACILITY**

The Department agrees that it will use its best efforts to adding Offenders to the Facility as provided by law; however, the Department does not covenant or represent to the Contractor that it will refer Offenders at one hundred percent (100%) capacity. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not refer Offenders at one hundred percent (100%) capacity.

#### **H.14 OFFENDERS NOT EMPLOYEES OF CONTRACTOR**

- A. The Contractor shall provide a Facility job program in accordance with Department Policy.
- B. Each Offender participating in such job program is considered to be working on behalf of and for the benefit of such Offender and are not employees of the Contractor.
- C. The Contractor shall ensure that no Offender participates in a job program that benefits any entity other than the Department.

#### **H.15 OTHER CONTRACTS**

During the course of this Contract, the Department may award additional contracts to other contractors for capital improvements and/or additional programmatic services at the Facility. The Department will provide notification to the Contractor regarding the additional contractor and the scope of work that the additional contractor will be performing at the Facility. The Contractor shall work cooperatively with the additional contractor in order to ensure that the performance of the Services and/or capital improvements is not unnecessarily delayed. The Contractor shall not commit or permit any act that would unduly interfere with the performance of work by any other contractor.

**H.16 SECURITY**

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department Policies and unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any State property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars (\$25.00) in cash into any Department facility. Tobacco products are strictly prohibited on TDCJ units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2019.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with ACA Standards, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

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3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

**I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

**I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

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- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.6; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

**I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

**I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

**I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

**I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

**I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

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1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
  - a. Place no further subcontracts or orders in support of this Contract;
  - b. Terminate all subcontracts; and
  - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department, Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

**I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

**I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

**I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.

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3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the Services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

**I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.



- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

## **I.5 INDEMNIFICATION OF THE DEPARTMENT**

### **I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

### **I.5.2 Infringements**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  2. Any modification made to the product without the Contractor's written approval;
  3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  4. Any intellectual property right owned by or licensed to the Department; or
  5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or

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in the case of an injunction against the Department, shall), at the Contractors sole option and expense:

1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

**I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such Persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a State employee or employee of another governmental entity customer.
- B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

**I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

**I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraphs A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

**I.13 CONFIDENTIALITY AND OPEN RECORDS****I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

**I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

**I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions, administrative changes, such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

**I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

**I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

**I.17 SEVERABILITY**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**I.18 IMMIGRATION**

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

**I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

**I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213**

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works. Notwithstanding the foregoing, the Department will not own Contractor's source or reference materials, computer programs, documentation, and similar confidential or proprietary information that may be used to produce any item under this Contract.

**I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

**I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Reita Johnson, Contract Specialist II  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
  - 1. All Persons employed to perform duties within Texas, during the Contract Term; and
  - 2. All Persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.
- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.



## SECTION J – LIST OF EXHIBITS

	Pages
J.1 Budget Justification Forms and Staffing Plans	4
J.2 HUB Subcontracting Plan (HSP)	10
J.3 Compliance Standards and Average Daily Salary Schedule	5
J.4 Reserved for Future Use	
J.5 Reserved for Future Use	
J.6 TDCJ Examples of Files, Records, and Logs for Retention	2
J.7 TDCJ Job Description Minimum Qualifications	6
J.8 Reserved for Future Use	
J.9 TDCJ-PFCMOD Position Vacancy Instructions and Report	3
J.10 Monthly Position Control Number (PCN) Listing Instructions and Form	2
J.11 Education Services Report and Approved Instructor and Substitute Log	2
J.12 Revenue Identification Form	1
J.13 TDCJ-PFCMOD Staff Statistics Form	1
J.14 TDCJ Granted Exceptions	1



# HUB Subcontracting Plan (HSP) Rev. 09/15

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- **17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **32.7 percent for all special trade construction contracts,**
- **23.8 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

The TDCJ has determined that the HUB Category for this contract falls under the  
**Commodities Contracts Category.**

The HUB Goal for this category is therefore identified as **21.1 %**.

For assistance in completing the HSP contact:

Sharon Schultz @ 936-437-7026

sharon.schultz@tdcj.texas.gov

## SECTION-1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Management & Training Corporation State of Texas VID #: 18703653222  
 Point of Contact: Gene Weeks Phone #: 801-693-2774  
 E-mail Address: gene.weeks@mtctrains.com Fax #: 801-693-2900
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 696-PF-17-P028 Bid Open Date: 10/28/2016

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Enter your company's name here: Management & Training CorporationRequisition #: 696-PF-17-P028**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☒ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Food supplies & Services	11.70 %	%	%
2	Office/Printing Supplies	.94 %	%	%
3	Janitorial Supplies	2.19 %	%	%
4	Maintenance Supplies	10.33 %	%	%
5	Kitchen/Cleaning Chemicals	1.57 %	%	%
6	Inmate Clothing	2.42 %	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	29.16 %	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☒ - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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Enter your company's name here: Management & Training CorporationRequisition #: 696-PF-17-P028

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

*H. Gene Weeks*  
Signature

H. Gene Weeks  
Printed Name

Director, Procurement  
Title

12/20/16  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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***HSP Good Faith Effort - Method A (Attachment A)***

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Enter your company's name here: **Management & Training Corporation**

Requisition #: 696-PF-17-PO28

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Office/Printing Supplies

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL)-Historically Underutilized Business (HUB) Directory Search located at <http://mycpr.cps.state.tx.us/passcmblsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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Requisition #: 696-PF-17-PO28

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 3 Description: Janitorial Supplies

[illegible]

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Requisition #: 696-PF-17-PO28

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Item Number: 4 Description: Maintenance Supplies

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycoba.cba.state.tx.us/passcombssearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

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**SECTION A-1: SUBCONTRACTING OPPORTUNITY**

Item Number: 5 Description: Kitchen/Cleaning Chemicals

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcombsrch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

Page 1 of 1  
(Attachment A)

## Rev. 10/78

Requisition #: 696-PF-17-PO28

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Rev. 2/17

## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

***This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.***

Contract/Requisition Number: 696-PF-18-19-C067Date of Award: 09/01/17  
(mm/dd/yyyy)Object Code: \_\_\_\_\_  
(Agency Use Only)Contracting Agency/University Name: Texas Department of Criminal JusticeContract Administrator Name: Reita JohnsonContractor (Company) Name: Management & Training CorporationState of Texas VID #: 18703653222Point of Contact: Gene WeeksPhone #: 801-693-2797

Reporting (Month) Period: \_\_\_\_\_

Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report HUB and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscmbtsearch/index.jsp>

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
River City Produce	Yes	1742234180400	\$91,640.00	\$	\$	
Tejas Office Supply	Yes	1760032427500	\$43,577.00	\$	\$	
Burgoon Company DBA Evco Partners	Yes	1202983931800	\$80,962.00	\$	\$	
Acme Soap, Inc.	Yes	1742664230600	\$12,337.00	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$	\$	\$	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

	STANDARD	ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
1.	The Contractor shall staff all positions with qualified employees, including special certification and licenses where applicable.	Less than or equal to sixty (60) Days for Non-Uniformed positions not requiring Pre-Service, per AD-12.20, or security supervisor/ administrator positions.  Less than or equal to ninety (90) Days for Correctional Officer positions or Non-Uniformed positions requiring Pre-Service, per AD-12.20.	Greater than sixty (60) Days for Non-Uniformed positions not requiring Pre-Service, per AD-12.20, or security supervisor/ administrator positions.  Greater than ninety (90) Days for Correctional Officer positions or Non-Uniformed positions requiring Pre-Service, per AD-12.20.	Reduce by an Average Daily Salary (see Attachment A) for each Day a position remains vacant in excess of sixty (60) or ninety (90) Days.
2.	The Contractor shall follow all requirements regarding initial employment and re-employment of employees, i.e. obtaining and maintaining a copy of satisfactory background checks and obtaining and maintaining all Department approvals for employees with criminal convictions / pending charges. These requirements are mandatory prior to being assigned to a position and having contact with Offenders.	100%	Less than 100%	Reduce \$50.00 per Day.
3.	The Contractor shall obtain from the Department and maintain a copy in employee files, prior written approval to hire all Upper-Level Management staff as directed.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) for each Day the position was filled with a non-approved individual.
4.	The Contractor shall maintain valid current insurance policies as directed.	Valid current insurance policies.	Lapsed policy or policy not meeting Contract requirements.	Reduce \$1,000.00 per Day for which mandated insurance coverage was not in effect. Facility has twenty (20) Days to cure before this becomes an Event of Default.
5.	The Contractor shall accurately and completely report all Uses of Force, in accordance with Department's Use of Force Plan.	100%	Less than 100%	Reduce by \$100.00 for errors 1 through 5; Reduce by \$200.00 for errors 6 through 10; Reduce by \$500.00 for errors in excess of 10.  Reduce \$100.00 for each Day the report is not accurate and complete.
6.	The Contractor shall submit all Uses of Force within fifteen (15) Days of incident occurrence in accordance with Department Policy.	Less than or equal to fifteen (15) Days	Greater than fifteen (15) Days	Reduce \$100.00 for every Day past the required fifteen (15) Days.

	STANDARD	ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
7.	The Contractor shall make the initial notification to the Emergency Action Center (EAC) and appropriate Department Staff (i.e. Contract Monitor) of all incidents within three (3) hours of the incident in accordance with Department Policy.	Less than or equal to three (3) hours from incident	Greater than three (3) hours from incident	Reduce \$200.00 for every thirty (30) minute interval beyond the acceptable three (3) hours (with a maximum of six (6) intervals). Any notification received after this time will be reduced an additional \$300.00.
8.	The Contractor shall send a preliminary written report to EAC and appropriate Department Staff (i.e. Director of Operations Monitoring Section, Regional Contract Monitor Supervisor, Contract Monitor) within three (3) hours following the initial notification of the incident.	Less than or equal to three (3) hours from incident	Greater than three (3) hours from incident	Reduce \$200.00 for every thirty (30) minute interval beyond the acceptable three (3) hours (with a maximum of six (6) intervals). Any notification received after this time will be reduced an additional \$300.00.
9.	The Contractor shall accurately and completely report all Administrative Review of Incident Reports.	100%	Less than 100%	Reduce by \$100.00 for errors 1 through 5; Reduce by \$200.00 for errors 6 through 10; Reduce by \$500.00 for errors in excess of 10.  Reduce \$100.00 for each Day the report is not accurate and complete.
10.	The Contractor shall submit all Administrative Review of Incident Reports to the designated Department staff within ten (10) working days (Monday-Friday, excluding Texas state holidays as defined by the legislature) of incident occurrence in accordance with Department Policy.	Less than or equal to ten (10) working days	Greater than ten (10) working days	Reduce \$100.00 for each Day the report is not accurate and complete.
11.	The Contractor shall process Offender disciplinary cases in accordance with Department Disciplinary policy to ensure cases do not lapse.	100%	Less than 100%	Reduce \$100.00 for each lapsed case.
12.	The Contractor shall process all disciplinary cases to ensure a satisfactory completion ratio (good/bad) not to exceed a 90/10 ratio.	Less than or equal to 10%	Greater than 10%	Reduce \$100.00 for every percentage above 10%.
13.	The Contractor shall achieve and/or maintain ACA accreditation, to include ACA Performance-Based Correctional Health Care Program, throughout the Contract.	Accreditation achieved and/or continuously maintained throughout the Contract.	Accreditation not achieved and/or maintained throughout the Contract.	Reduce \$500.00 for each Day that certification fails to be achieved and/or maintained throughout the Contract. Facility has twenty (20) Days to cure before this becomes an Event of Default.
14.	The Contractor shall deploy staff to all correctional supervisor and correctional officer Posts.	100% of correctional supervisor and correctional officer Posts are manned.	Less than 100% of correctional supervisor and correctional officer Posts are manned.	Reduce by the Average Daily Salary (see Attachment A) for a correctional officer for a Post not manned or for a Post not manned by a qualified trained staff.

	STANDARD	ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
15.	The Contractor shall submit a written response to the Department detailing the corrective action taken to address any items of non-compliance within twenty (20) Days of receiving written notice of the item from the Department.	Less than or equal to twenty (20) Days from the first response	Greater than twenty (20) Days from the first response	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day past the acceptable response time.
16.	Contractor shall correct all identified areas of non-compliance, as identified by the Department, within twenty (20) Days or by the date of a Department approved extension, as directed in Section E.1.C.1.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day an issue of non-compliance is not corrected within twenty (20) Days or by the date of a Department approved extension.
17.	Contractor shall correct all identified areas of non-compliance, as identified by a Government regulatory agency, as directed in Section E.1.C.3.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day past the deadline established by the agency.
18.	In the absence of the teacher, educational services must continue to be provided by a SubstituteTeacher.	Educational programs are conducted by a substitute.	Educational programs are not conducted.	Reduce by \$150.00 for each class that is not conducted.
19.	The Contractor shall ensure any Offenders released from custody are eligible and approved for release in accordance with all applicable Department Policy.	No erroneous release of Offenders.	Any erroneous release of an Offender.	Reduce \$10,000.00 for each erroneous release. Reduce \$1,000.00 for each Day the Offender remains out of custody, at the discretion of the TDCJ-PFCMOD Director.
20.	The Contractor shall ensure Offenders do not escape from custody and are held in accordance with all applicable Departmental Policy.	No escape of Offenders.	Any escape of an Offender.	Reduce \$25,000.00 for each escape. Reduce \$1,000.00 for each Day the Offender remains out of custody, at the discretion of the TDCJ-PFCMOD Director.
21.	Complete Position Vacancy Report (PVR), Position Control Number (PCN) Listing, Staff Overtime Report, Staff Statistics Report, Education Services Report, Education Services Approved Instructor and Substitute Log, and Monthly Contractor Invoice(s) or reports deemed applicable by the Department, must be typed and submitted accurately by the fifth (5th) working day of the month.	100%	Less than 100%	Reduce by the Average Daily Salary (see Attachment A) for a Warden each Day the report is late.  Reduce by \$100.00 per identified error.

	STANDARD	ACCEPTABLE	UNACCEPTABLE	PAYMENT ADJUSTMENT CALCULATION
22.	Unauthorized purchase/reimbursement from the Facility commissary account without an approved Fund Expenditure Request (FER) or an unauthorized equipment purchase without an approved Pre-Approval Request.	100%	Less than 100%	Reduce by \$500.00 for any unauthorized purchase/reimbursement.
23.	The Contractor shall conduct drug tests of Offenders currently assigned to the Facility within the required time frame.	100%	Less than 100%	Reduce by \$50.00 per Offender not drug tested within the required time frame.
24.	The Contractor shall process Offender Step 1 Grievances in accordance with Department Policy timeframes.	100%	Less than 100%	Reduce by \$100.00 for each Day the grievance is late.
25.	The Contractor shall replace or repair any item of the Facility's infrastructure or any state-owned equipment that is inoperable beyond repair and is \$25,000 or less within thirty (30) days from the date of discovery or by the date of a Department approved extension.	Less than or equal to thirty (30) Days	Greater than thirty (30) Days	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day the equipment has not been repaired or replaced beyond the acceptable time.
26.	The Contractor shall maintain organized, complete and accurate Offender Records and Employee Personnel files.	100%	Less than 100%	Reduce by \$25.00 for each file that is non-compliant
27.	The Contractor shall correct all identified areas of non-compliance in regards to PREA and ACA standards deemed applicable and within the time frame determined by the Department or by the date of a Department approved extension.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day an issue of non-compliance is not corrected within the time frame set forth by the Department.
28.	The Contractor shall correct all identified areas of non-compliance in regards to TDCJ Division Level Operational Reviews deemed applicable and within the time frame determined by the Department as directed in Section E.1.C.2	100%	Less than 100%	Reduce by \$1,000.00 for each high impact finding(s) after the TDCJ Follow-Up Operational Review.  Reduce by \$250.00 for all other finding(s) after the TDCJ Follow-Up Operational Review.

The Department has the right to withhold the monthly Payment or temporarily suspend some or all of the Payment adjustments identified in the above table.

Decisions to suspend Payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter.

Decisions and notifications to reinstate Payment adjustments will be handled in a similar manner.

**Compliance Standards  
Average Daily Salary Schedule**

Position Description	Base		Option 1		Option 2	
	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Warden / Asst Warden / Major	\$ 401	\$ 413	\$ 425	\$ 438	\$ 451	\$ 465
Business Manager / Bookkeeper / Personnel	\$ 292	\$ 301	\$ 310	\$ 319	\$ 329	\$ 339
Education	\$ 292	\$ 301	\$ 310	\$ 319	\$ 329	\$ 339
Captain / Lieutenant / Sergeant	\$ 223	\$ 230	\$ 237	\$ 244	\$ 251	\$ 259
Unit Support	\$ 205	\$ 211	\$ 217	\$ 224	\$ 230	\$ 237
Admin Asst / Secretary / Clerk / Receptionist	\$ 205	\$ 211	\$ 217	\$ 224	\$ 230	\$ 237
Mailroom Supervisor	\$ 193	\$ 199	\$ 205	\$ 211	\$ 218	\$ 224
Safety Officer / Coordinator – Greivance, Training & Compliance	\$ 193	\$ 199	\$ 205	\$ 211	\$ 218	\$ 224
Correctional Officer	\$ 183	\$ 188	\$ 194	\$ 199	\$ 205	\$ 212



## TEXAS DEPARTMENT OF CRIMINAL JUSTICE

## EXAMPLES OF FILES, RECORDS AND LOGS FOR RETENTION

1. Pre-Hearing Detention (PHD) Log.
2. Unit Administrative Segregation File form (I-216 Activity Log, I-201 Segregation Confinement Record.
3. Major/Minor Use Of Force Logs.
4. Copies of Major and Minor UOF Reports dated back to last TDCJ notice of destruction E-mail.
5. Grievance Log (TDCJ Mainframe Database and hard copy).
6. Unit copies of Step 1 Grievances (with supporting investigative documents).
7. Tracking Rosters (TDCJ Mainframe Database and Unit original Turn Out Rosters).
8. Administrative Segregation Sign In/Out Visitor Log.
9. Medical Visitation to Administrative Segregation Documentation.
10. Offender Visitor Logs.
11. Sick Call Request Logs.
12. Sick Call Requests.
13. Law Library Logs.
14. Notary Log (regardless if employee is in capacity).
15. Offender/Employee Safety Training Records.
16. Pre-Service Training Record TNG-100 and In-Service Training Record TNG-99.
17. Material Safety Data Sheets for all chemicals previously/currently used.
18. Food Service Records (To include Daily Cook's Worksheets and menus).
19. Offender Mail Logs.
20. Unit copies of Open Record Request.
21. Offender Welfare Fund Records.
22. I-136 Offender Personal Property receipts (Incoming/Outgoing, confiscated, piddling property).
23. AD-90 form Offender Property Log (confiscated).
24. AD-91 form Offender Property Tag (confiscated).
25. Use of Force Equipment Inventory Log.
26. AD-39 Armory Weapons sign-out Log.
27. Use of Force Equipment Maintenance Records.
28. Key/Lock Destruction Logs.
29. Key Inventory Records.
30. Tool Destruction Log.
31. Offender Unit Classification Files.
32. Offender (individual) Medical File.
33. Non-TDCJ Mainframe Database and hard copy of Offender Information (Education, Medical, etc.).
34. Any Non-TDCJ Computer Database and hard copies of Maintenance information (Work orders, yearly Logs, and equipment cards).
35. Non-TDCJ Mainframe Database and hard copy of State Owned Equipment Inventory.
36. Manuals/Warranty Information for State Owned equipment.
37. Employee background investigation Reports (if completed).
38. Employee fingerprint cards (original).

39. Copies of Employee Professional Licenses (Medical, Education, and Substance Abuse).
40. Offender Injury Reports.
41. Offender Recreation Logs.
42. Craft Shop Records/Reports (Piddler list, approved vendors, etc. if operating a craft shop).
43. Daily Shift Rosters (Previous 90 Days).
44. Daily Activity Logs.
45. Daily Visitor Sign In/Out Records (non-offender visitors).
46. Daily In/Out Vehicle Log.
47. Medical Biohazard Log.
48. Offender Pharmacy Records.
49. All Medical Monthly Reports.
50. Medical Infection Control Log.
51. Educational past/current Curriculum Plans (Past 3 years and current year).
52. Blueprints, "As Built" Drawings.
53. Personal Protective Equipment Inventories (State-owned equipment).
54. Comprehensive Inspection Reports.
55. Evacuation Plans.
56. Fire Watch Plans (if applicable).
57. Workplace Chemical List (Tier II Reporting).
58. Disaster Preparedness and Recovery Plans.
59. Classification Committee Dockets.
60. Offender Protection Logs.
61. Audio Recordings of Major Disciplinary Hearings (2 years).
62. Disciplinary System (DI00) Management Screen Reports (2 years).
63. Daily Packet and Weapons Log.
64. Pepper Fogger Log.
65. Disciplinary Cases – See TDCJ Records Retention Schedule.
66. Employee Return to Work Approvals (Criminal offense charge, arrest, conviction, indictment).

**Notes:**

1. This above list includes examples and is not all inclusive.
2. The Contractor shall comply with the Department Records Retention Schedule as well as retention requirements identified in Department policy.
3. During the term of this Contract, additional files, records and logs may be identified for retention at the sole discretion of the Department.

**Texas Department of Criminal Justice****Job Description Minimum Qualifications  
For TDCJ Positions Listed Below****SECURITY ADMINISTRATION\*****Warden**

Sixty (60) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). An additional thirty (30) semester hours from an accredited college or university may be substituted for one (1) year of non-supervisory experience. A Bachelor's degree in Criminal Justice or a related field from an accredited college or university may be substituted for two (2) years of the required non-supervisory experience.

Ten (10) years full-time, wage-earning adult correctional custody or adult criminal justice program administration experience to include six (6) years in the supervision of employees.

**SECURITY SUPERVISORS****Major**

Graduation from an accredited senior high school or equivalent or GED.

Six (6) years full-time, wage-earning correctional custody or law enforcement experience to include three (3) years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. At least one (1) year of the supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

**Captain**

Graduation from an accredited senior high school or equivalent or GED.

Four (4) years full-time, wage-earning correctional custody or law enforcement experience to include two (2) years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. At least one (1) year of supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

**Lieutenant**

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning correctional custody or law enforcement experience to include one (1) year in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for

Higher Education Accreditation (CHEA) or United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

Sergeant

Graduation from an accredited senior high school or GED equivalent.

Two (2) years full-time, wage-earning correctional custody or law enforcement experience.

## SECURITY OFFICERS

**Includes Correctional Officers assigned to Security Threat Group, Accreditation (ACA), Transportation, Law Library, etc.**

Correctional Officer

Graduation from an accredited senior high school or equivalent or GED.

Continued employment is contingent upon passing exams and skill tests in the TDCJ Correctional Officer Pre-service Training Academy.

## SUPPORT OPERATIONS & PROGRAMS\*

Laundry Manager IV  
Unit Laundry

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Business Administration, Public Administration, Hotel or Restaurant Management, or a related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning correctional, commercial, or institutional laundry experience.

Laundry Manager II  
Unit Laundry

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in the operation of a commercial or institutional laundry.

--- OR ---

One (1) year wage-earning experience in supply to include purchasing or inventory and stock control. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education (CHEA) or by the United States Department of Education (USDE) may be substituted for six (6) months of the required supply experience.

--- OR ---

Eighteen (18) months full-time, wage-earning experience in the supervision of employees or Offenders.

Food Service Manager IV

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Business Administration, Food Service Management, Hotel or Restaurant Management, or a

related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning experience in correctional, commercial, or institutional food service preparation or management.

One (1) year full-time, wage-earning experience in the supervision of employees.

#### Food Service Manager II

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in correctional, commercial, or institutional food preparation or food service management experience or eighteen (18) months of correctional custody law enforcement experience.

#### Inventory & Store Spec III Commissary Manager

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning commissary, retail sales, inventory management experience.

--- OR ---

Two (2) years full-time, wage-earning commissary, retail sales, or inventory management experience and one (1) year full-time, wage-earning correctional custody or law enforcement experience.

#### Inventory & Store Spec II Warehouse and Supply

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning supply, warehouse operations, inventory and stock control, or purchasing experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted on a year-for-year basis for a maximum substitution of one (1) year.

#### Program Supervisor IV Unit Maintenance Supervisor

Graduation from an accredited senior high school or equivalent or GED.

Seven (7) years full-time, wage-earning facilities maintenance or construction experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted on a year-for-year basis for a maximum substitution of three (3) years.

Two (2) years full-time, wage-earning experience in the supervision of employees or Offenders.

#### Maintenance Supervisor IV Electrician, General Maintenance, and Construction

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning experience as an electrician in maintenance, construction, or an industrial environment. Completion of an apprenticeship program may substitute for two (2) years of the required experience.

--- OR ---

Graduation from a program in electrical maintenance or construction from an accredited technical or vocational school may substitute for two (2) years of the required experience.

--- OR ---

Graduation from a program in electrical maintenance or construction from a military technical training school may substitute for two (2) years of the required experience

Maintenance Supervisor IV  
Heating, Ventilation, Air  
Conditioning, Refrigeration,  
General Maintenance, and  
Construction – Universal  
Certification

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning experience in the operation, repair, and maintenance of HVAC or refrigeration systems and equipment. Thirty (30) semester hours from a college or university accredited by an organization by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted for each year of experience on a year-for-year basis for a maximum substitution of one (1) year

--- OR ---

An associate's degree in HVAC or refrigeration from a college or university accredited by CHEA or USDE

--- OR ---

Completion of a program in HVAC or refrigeration from a trade or technical school accredited by CHEA or USDE

--- OR ---

Completion of a program in HVAC or refrigeration from a U.S. military technical training school.

Current Environmental Protection Agency approved Type 608 Universal Refrigerant Containment Certification.

Must maintain valid certification for continued employment in position.

Maintenance Supervisor IV  
Plumber, Water, General  
Maintenance, Construction

Graduation from an accredited senior high school or equivalent or GED

Three (3) years full-time, wage-earning experience in plumbing or pipefitting.

Chaplain I

Bachelor's degree from a seminary or university accredited by an organization recognized by Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Ministry, Divinity, Religious Studies, a Behavioral Science, or a related field.

--- OR ---

Graduation from an accredited senior high school or equivalent or GED and four (4) years full-time, wage-earning ministerial experience or equivalent with documentation from supervising clergy. Thirty (30) semester hours from a seminary or university accredited by the CHEA or by the USDE may be substituted for one (1) year of experience on a year-for-year basis.

Must possess a written ecclesiastical endorsement by the applicable religious authority.

Must maintain valid ecclesiastical endorsement for continued employment in position.

Program Supervisor I  
Chief of Unit Classification

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in a Behavioral Science, Criminal Justice, or a related field preferred. Each year of experience as

described below in excess of the required three (3) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Three (3) years full-time, wage-earning correctional custody, law enforcement, Offender case management, or correctional unit operations experience.

One (1) year full-time, wage-earning Offender classification experience.

Administrative Assistant III  
Mail Room Supervisor

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning mail room operations experience.

--- OR ---

Three (3) years full-time, wage-earning correctional unit operations experience.

Investigator II  
Offender Grievance

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Criminal Justice, a Behavioral Science, or a related field preferred. Each year of full-time, wage-earning criminal justice experience may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Counsel Substitute I

Graduation from an accredited senior high school or equivalent or GED.

Three (3) months full-time, wage-earning Offender discipline experience.

--- OR ---

Two (2) years full-time, wage-earning criminal justice experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for each year of experience on a year-for-year basis.

Safety Officer I  
Risk Management

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in risk management or a related field (e.g., loss control, workers' compensation, environmental science, occupational safety or industrial hygiene). Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or United States Department of Education (USDE) to include six (6) semester hours in a risk management related field may be substituted for each year of experience on a year-for-year basis.

--- OR ---

Successful completion of the Alternate Unit Risk Manager (AURM) certification program or Collateral Duty Safety Officer (CDSO) certification program and one (1) year full-time, wage-earning criminal justice experience.

## EDUCATION

Principal

Masters degree from a college or university accredited by an organization recognized by the Council for Higher Education accreditation (CHEA) is required.

Must hold a State Board for Educator Certification (SBEC) Mid-Management/Administrator/Principal Certificate, or other appropriate administrative certificate. Certified Professional Development and Appraisal System (PDAS)

appraiser preferred.

Three (3) years of successful experience as a classroom teacher.

#### Counselor

Master's Degree from a college or university accredited by an organization recognized by the Council for Higher Education accreditation (CHEA) is required and State Board for Educator Certification (SBEC) Professional School Counselor Certificate or be eligible for an Emergency Permit.

Emergency Permit requirements:

- Bachelor's degree or higher;
- Have completed Twenty-four (24) semester hours of graduate-level courses including twelve (12) semester hours in guidance and counseling; and
- Two credible years of classroom teaching experience Pre-K-12.

Probationary Certificate eligibility requirements:

- Bachelor's degree or higher; and
- An applicant must submit a letter from a college/university with the application indicating they meet probationary certificate eligibility requirements and will be placed on a school counselor probationary certificate upon employment.

#### Teacher Academic, Life Skills, and GED Instructor

Bachelor's Degree from an accredited college or university. Must meet Windham School District (WSD) and State Board for Educator Certification (SBEC) certification requirements for area of assignment.

#### Librarian

Master's degree from an accredited college or university and Texas Board for Educator Certification (SBEC) Librarian or Learning resources Specialist certificate or Bachelor's degree and SBEC School Librarian (or equivalent) certification or be eligible for an Emergency Permit or Probationary Certificate.

Emergency Permit eligibility requirements:

- Currently be certified with SBEC based on a bachelor's degree;
- Have completed twelve (12) semester hours directly related to the basic competencies required of school librarians; and
- Have two (2) creditable years of teaching experience, as defined in Chapter 153, Subchapter CC of the SBEC Certification Handbook.

Probationary Certificate eligibility requirements:

- Currently be certified with SBEC based on bachelor's degree; and
- Applicant must submit a letter from a college, university, or educational service center indicating that they will be accepted in the Librarian probationary certification program. Letter must be submitted with application.

#### **\*ADMINISTRATIVE SUPPORT & CLERICAL STAFF**

Administrative Support and Clerical Staff may be used throughout the staffing plan, however they must be identified with an extended job title. (Ex: Clerk II – Maintenance)



**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION VACANCY REPORT**

Position Control Number	<p>The <b>permanent</b> control number established by the facility for each position on the current staffing plan defined in the contract.</p> <p>This number should correspond with the Position Control Number (PCN) listing.</p>
Position Title	The position title on the current staffing plan that corresponds to the departing and replacing employee.
a. Departing Employee	Name of the employee assigned to the position control number that is being removed from the Position Control Number listing. This may be as a result of a termination or promotion.
b. Replacing Employee	Name of the employee being permanently assigned to the Position Control Number. This may be as a result of a promotion or being newly hired. The assigned employee must meet the satisfactory completion of all requirements designated for the position.
1. Date Vacated	<p>The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.</p> <p>Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) day time period is exhausted. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that Administrative Leave status begins, notating the specific leave status.</u></p> <p>Positions filled by employees that are in a workers' compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.</u></p>
2. Date Filled	Positions are to be reported filled on the day following the completion of all requirements for the specific position based on contract requirements.
3. Date Pre-Service / Orientation Completed	<p>The date the replacing employee finishes Pre-Service Training or orientation based on the requirements of the position.</p> <p><u>A copy of the Pre-Service Training certificate must be attached to the Position Vacancy Report for newly hired employees.</u></p>

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4. Date of Background Check Received	<p>The date on the pre-employment criminal history inquiry or notification letter from the Department concerning the results of a criminal background check.</p> <p><u>A copy of the of the pre-employment criminal history inquiry and if applicable the notification letter must be attached to the Position Vacancy Report.</u></p>
5. Date Pre-Employment Drug Test Received	<p>The date of notification that a satisfactory pre-employment drug test was received.</p>
6. Date of Hire	<p>The date the employee is hired with the Contractor.</p>
7. Required Certification Completed	<p>Positions requiring certification must be designated as to whether the appropriate certification has been completed by indicating YES or NO.</p> <p><u>A copy of the certification must be attached to the Position Vacancy Report.</u></p>
8. Date of Department Approval for Upper Level Management	<p>Upper level management positions require Department approval.</p> <p><u>A copy of the Department approval letter must be attached to the Position Vacancy Report.</u></p>
9. Date OJT Completed	<p>The date on the job training is completed. This may occur after the position is filled.</p>
10. Number of Days Position Vacant	<p>The calculation starts the day after the position has been vacated and ends on the day prior to the date filled.</p>

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## Position Vacancy Report

Facility Name: \_\_\_\_\_

Month Of: \_\_\_\_\_

Category of Staff (Security, Support Ops & Programs, etc):											
Position Control Number	Position Title	a. Departing Employee	1. Date Vacated								
		b. Replacing Employee	2. Date Filled	* 3. Date Pre Service / Orient Completed	* 4. Date of Background Check Rec'd	5. Date of Pre Emp Drug Test Rec'd	6. Date of Hire	* 7. Required Certification Completed	* 8. Date of Department Approval for Upper Lvl Mngmt	9. Date OJT Complete	10. Number of Days Position Vacant
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									
		a.									
		b.									

*I hereby confirm that the above information is accurate and correct. This report may be used in calculating fiscal sanctions regarding position vacancies.*

Preparer: \_\_\_\_\_

Total Positions in Staffing Plan: \_\_\_\_\_

Printed Name \_\_\_\_\_

Total Vacant: \_\_\_\_\_

Signature &amp; Date \_\_\_\_\_

Total Filled: \_\_\_\_\_

Facility Warden or Administrator

Facility Warden or Administrator

\*Copies of Pre-Service Training Certificates, Background Checks and Required Certifications must be attached for all positions filled during the month.

Positions filled by promotion of current staff should be indicated by writing promotion through #3-6.

Copies of approval letters must be attached for all newly filled Upper Level Management positions.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION CONTROL NUMBER LISTING**

The **permanent** control number established by the facility for each position on the current staffing plan as defined in the contract.

Position Control Number: This number should correspond with the Position Control Number (PCN) listing.

An employee can only fill one Position Control Number.

Position Title: The **Position Title** on the current staffing plan that corresponds to the departing and replacing employee.

FTE: The **Full Time Equivalency** (FTE), from the current staffing plan. Total FTEs from the PCN listing should equal the staffing plan.

Employee Name: First and Last name of the incumbent in the respective PCN. If the position is vacant, indicate vacant and the name of the departing employee. Example: VACANT – Smith, Judy.

Social Security Number: The employee's nine (9) digit social security number.

Date of Birth: The employee's date of birth, including the month, day and year, (05/10/73)

Date of Hire: The date the employee is hired with the contractor.

Date Filled: Positions are to be reported filled on the day following the completion of all requirements for the respective position based on contract requirements.

The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.

Date Vacated: Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) day time period is exhausted. However, these positions should be listed on the Position Vacancy Report immediately upon notification that Administrative Leave status begins, notating the specific leave status.

Positions filled by employees that are in a workers' compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.

**Requirements** (Reference Exhibit 1 for example)

Filled, Current Reporting Month: Highlight **Pink** if the position was **filled** in the **current** reporting month.

Vacated, Current Reporting Month: Highlight **Blue** if position was **vacated** in the **current** reporting month.

Vacated, Previous Reporting Month: Highlight **Yellow** if the position was **vacated** in the **previous** month.

All other Positions: All other positions filled in previous months will not be highlighted.

**NOTE: Please ensure highlighted rows remain clear and legible**

**Exhibit 1: EXAMPLE**

Position Control Number (PCN) Listing								
Facility Name: _____								
Month & Year: <u>Mar-16</u>			Note: Additional rows are hidden and may be utilized as needed to list additional information.					
PCN	POSITION TITLE	FTE	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DATE OF BIRTH	DATE OF HIRE	DATE FILLED	DATE VACATED
<b>SECURITY OFFICERS</b>								
AB01	Correctional Officer	1.0	Mickey Mouse	459-25-3140	11/05/83	02/16/16	03/02/16	
AB02	Correctional Officer	1.0	Sam Moon	457-25-3121	11/29/83	04/25/14	05/25/14	
AB03	Correctional Officer	1.0	Simon Chipmunk	456-25-3210	04/21/85	02/01/15	03/11/15	
AB04	Correctional Officer	1.0	Donald Duck	458-73-6140	03/25/89	01/25/15	03/11/15	
AB05	Correctional Officer	1.0	Vacant - Daffy Duck	459-25-2831	02/10/78	02/25/12	04/01/12	03/04/16
AB06	Correctional Officer	1.0	Vacant - Minnie Mouse	453-21-2591	03/10/52	03/25/11	05/25/11	02/10/16
AB07	Correctional Officer	1.0	Daisy Duck	458-75-2564	02/18/62	02/01/09	03/21/09	
AB08	Correctional Officer	1.0	Charlie Brown	458-21-5689	01/25/88	10/16/15	11/21/15	
AB09	Correctional Officer	1.0	Bart Simpson	458-96-2150	05/20/85	09/01/15	10/01/15	

## Position Control Number (PCN) Listing

Facility Name: \_\_\_\_\_  
 Month & Year: \_\_\_\_\_

Note: Additional rows are hidden and may be  
 utilized as needed to list additional information

PCN	POSITION TITLE	FTE	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DATE OF BIRTH	DATE OF HIRE	DATE FILLED	DATE VACATED
<b>ADMINISTRATION</b>								
<b>TOTAL ADMINISTRATION</b>		<b>0.0</b>						
<b>SECURITY SUPERVISORS</b>								
<b>TOTAL SECURITY SUPERVISORS</b>		<b>0.0</b>						
<b>SECURITY OFFICERS</b>								
<b>TOTAL SECURITY OFFICERS</b>		<b>0.0</b>						
<b>UNIT SUPPORT / PROGRAMS</b>								
<b>TOTAL UNIT SUPPORT</b>		<b>0.0</b>						
<b>HEALTH SERVICES</b>								
<b>TOTAL HEALTH SERVICES</b>		<b>0.0</b>						
<b>EDUCATION</b>								
<b>TOTAL EDUCATION</b>		<b>0.0</b>						
<b>Grand Total</b>		<b>0.0</b>						

Printed Name \_\_\_\_\_  
 Facility Warden or Administrator

Signature \_\_\_\_\_  
 Facility Warden or Administrator

FACILITY: \_\_\_\_\_

MONTH / YEAR: \_\_\_\_\_

Report Prepared by: \_\_\_\_\_

MONTH AND DATE *		6/2	6/3	6/4	6/5	6/6	6/9	6/10	6/11	6/12	6/13	6/16	6/17	6/18	6/19	6/20	6/23	6/24	6/25	6/26	6/27	6/30	CLASS HELD
CLASS NUMBER/NAME AND TEACHER NAME **		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	
1	ABE1-A / (A.M.) - DOE, JANE																						
2	ABE1-A2 / (A.M.) - DOE, JANE																						
3	ABE2-N / (P.M.) - DOE, JOHN																						
4	ABE1-N2 / (P.M.) - DOE, JOHN																						
5	ABE2-A / (A.M.)																						
6	ABE2-N / (P.M.)																						
7	GED1-1 / (A.M.)																						
8	GED2-N / (P.M.)																						
9	LIFE SKILLS 1 / (A.M.)																						
10	LIFE SKILLS 2 / (P.M.)																						
11	MSOFC-N1 /																						
12	MSOFC-N2 /																						
13	MSOFFICE /																						
		Total Classes Not Held During Month																					

\* Fill in the Date of the Month for each week

\*\* Fill in the Class and Teacher Name for all classes taught

Note: Fill in the Appropriate Code for each date from the list below:

Teacher Present / Class Held  
 Teacher Present/No Class  
 Substitute Teacher Present / Class Held  
 Class Not Held  
 Holiday / Class Not Held

P
*P
S
O
H

Report must be color coded and submitted, by the 5th business day of each month  
 the previous month, in signed format as well as electronically in Microsoft Excel format.

for

I hereby confirm that the above information is accurate and may be used in the calculations  
 for deductions by the Correctional Institutions Division - Private Facilities.

Warden (print and sign): \_\_\_\_\_

Principal (print and sign): \_\_\_\_\_

Notes:	

Education Services  
Approved Instructor and Substitute Log

Facility Name      Month      Year

Class Number	Approved Instructor List

The Approved Instructor List should include all full and part time teachers that have been assigned to a particular class for the school year.

Approved Substitute List

The Approved Substitute List should include all approved substitutes for the school year.

**Substitute Usage:**

Class Number	Instructor's Name	Date	Hours	Substitute's Name

\_\_\_\_\_  
Warden (*printed name*)

\_\_\_\_\_  
Principal (*printed name*)

\_\_\_\_\_  
Warden (*signature*)

\_\_\_\_\_  
Principal (*signature*)

**REVENUE IDENTIFICATION FORM****INDICATE BELOW THE SOURCE OF THE RETURNED MONEY:**

TELEPHONE REVENUE: \$ \_\_\_\_\_

COMMISSARY PROFITS: \$ \_\_\_\_\_

FOUND/CONFISCATED MONEY: \$ \_\_\_\_\_

OTHER (Please Specify): \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SEND THE CHECK(S) AND/OR MONEY ORDER(S) WITH THE COMPLETED REVENUE IDENTIFICATION FORM TO:

TDCJ CASHIER'S OFFICE  
P.O. BOX 4015  
HUNTSVILLE, TX 77342-4015

IF ASSISTANCE IS REQUIRED, PLEASE CALL TDCJ PFCMOD AT 936-437-2885.

ALSO SEND A COURTESY COPY OF THE CHECK/MONEY ORDER, COMPLETED REVENUE IDENTIFICATION FORM AND ANY OTHER SUPPORTING DOCUMENTATION TO:

TDCJ – PFCMOD  
BUSINESS OPERATIONS  
TWO FINANCIAL PLAZA, SUITE 300  
HUNTVILLE, TX 77340



**Texas Department of Criminal Justice  
Private Facility Contract Monitoring/Oversight Division  
Staff Statistics**

This report is submitted monthly with the Position Vacancy Report and the Position Control Number List.

Facility Name:

Staff totals for the month of:

Total Facility Staff as of the end of the month	
Male Security Staff as of the end of the month	
Female Security Staff as of the end of the month	

\_\_\_\_\_  
Printed Name - Warden

\_\_\_\_\_  
Signature - Warden

\_\_\_\_\_  
Date

**Definitions:**

**Security Staff:** The number of FTEs (Full Time Equivalent positions) held by uniformed staff, such as majors, captains, lieutenants, sergeants, and correctional officers employed throughout the facility on the last day of a given month. Do not include staff projected to be out of work for 12 or more weeks on paid or unpaid leave.

**Staff:** The total number of FTEs (Full Time Equivalent positions) employed at the correctional facility on the last day of a given month, to include full-time, part-time, or contractual staff employee. Do not include inactive staff, projected to be out of work for 12 or more weeks on paid or unpaid leave, or civilians. They may include volunteers, interns, truck drivers, service personnel repairing equipment in the facility, or construction workers employed by contractors who have projects within the facility.

### **TDCJ Granted Exceptions**

The Department and the Contractor have agreed to the following exceptions to the Contract requirements:

1. Section C.4.1, Training

- A. The Contractor will be allowed to use their Supervisory Development Program curriculum in place of the Department's Human Resources Topics for Supervisors (HRTS) and Principles of Supervision (POS) at the Facility.
- B. The Contractor will be allowed to forego training on the AR-15 rifle for the Facility, if it is not staffed with perimeter pickets.

2. Section C.4.8.B.12, Education

- A. The Contractor will be allowed to authorize the Facility as an Authorized Pearson Vue Testing Center.
- B. The Contractor will be allowed to have the option of testing outside the Windham School District testing requirements for the Facility. The Contractor will pay for the costs associated with this testing.

3. Section C.4.22, Security

The Contractor will be allowed to use a Computerized Key Control System in lieu of a keyboard or box with hooks.

4. Section C.6, Use of Force

The Contractor will meet the minimum requirements, however, be allowed to increase the allowable amount of chemical agents deemed appropriate for the Facility, at the Contractor's cost.

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION

#### K.1.1 Definition

- A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier Contract between a HUB as determined under another paragraph of this subdivision and a prime offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

#### K.1.2 Representation

The Offeror represents and certifies as part of its proposal that it [ ] is, or [X] is not, a HUB certified by the Texas Statewide Support Services Division.

**K.2 CHILD SUPPORT REPRESENTATION**

- A. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not ineligible to receive payments from State funds under a Contract to provide property, materials or services.
- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural Person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

  X   Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

       Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each Person with at least a twenty-five percent (25%) ownership of the business entity submitting a proposal.

<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Print Name	SSN	Print Name	SSN

<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Print Name	SSN	Print Name	SSN

The Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

**K.3 FRANCHISE TAX REPRESENTATION**

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

**K.4 TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

- A. It operates as [X] a corporation incorporated under the laws of the State of Delaware  
[ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

- B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

## K.5 PREFERENCE CLAIM

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

### K.5.1 Source and Specification Preferences

- \_\_\_\_\_ Products of Persons with mental or physical disabilities.
- \_\_\_\_\_ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- \_\_\_\_\_ Energy efficient products.
- \_\_\_\_\_ Rubberized asphalt paving material.
- \_\_\_\_\_ Recycled motor oil and lubricants.

### K.5.2 Tie-Bid Preferences

- \_\_\_\_\_ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Agricultural products produced or grown in Texas.
- \_\_\_\_\_ Agricultural products or services offered by Texas Bidders.\*
- \_\_\_\_\_ Services offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Services offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Texas Vegetation Native to the Region.
- \_\_\_\_\_ USA produced supplies, materials, equipment or agricultural products.

### K.5.3 Additional Preferences

- \_\_\_\_\_ Products produced at facilities located on formerly contaminated property.
- \_\_\_\_\_ Products and services from economically depressed or blighted areas.
- \_\_\_\_\_ Vendors that meet or exceed air quality standards.
- \_\_\_\_\_ Recycled or reused computer equipment of other manufacturers.
- \_\_\_\_\_ Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Code Section 2155.444.

## K.6 REPRESENTATIONS OF OFFEROR

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:

**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults Under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance With Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

- A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.

- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

#### **K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. The Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales or excise taxes of Contractor or its employees.

#### **K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:

1. Audited balance sheet;
  2. Statement of income; and
  3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

- A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than Persons or entities, which the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other Person engaged in such line of business.

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a Person to



whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State agencies.

#### **K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

#### **K.6.12.3 No Gratuities**

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

#### **K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

#### **K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.
- B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Limitation on Employment of Former State Officers**

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069 relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

**K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

**K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract that includes proposed financial participation by a Person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.19 Deceptive Trade Practices; Unfair Business Practices**

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following Persons are authorized to negotiate on its behalf with the Department in connection with this RFP: (list names, titles and telephone numbers of the authorized negotiators).

Scott Marquardt, President – (801) 693-2800

Jane Marquardt, Vice Chair – (801) 693-2680

Sergio Molina, Senior VP, Business Development & Administration – (801) 693-2804

Bernie Warner, Senior Vice President, Corrections – (801) 693-2850

**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification

Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: 87-0365322

#### K.10 POINT OF CONTACT

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted proposal.

Name: Scott Marquardt Title: President

Phone Number: (801) 693-2800 Fax Number: (801) 693-2900

Street Address: 500 N. Marketplace Drive

City: Centerville State: Utah Zip Code: 84014

E-mail Address: marquardt@mtctrains.com

#### K.11 CERTIFICATION

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

Management & Training Corporation  
Name of Offeror

696-PF-16-P028  
Solicitation No.

  
Signature of Authorized Individual

01/05/2017  
Date

Scott Marquardt  
Typed Name of Authorized Individual

**Note:** The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Offeror shall be removed from all bid lists.

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- Exhibit J.1, Budget Justification Forms and Staffing Plans, redacted in its in entirety (Proprietary Information)	
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## SOLICITATION, OFFER AND AWARD

1. CONTRACT NO.	2. SOLICITATION NO.  696-PF-16-P028	3. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFO) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	4. DATE ISSUED  October 28, 2016
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### SOLICITATION

5. Sealed offers will be received by the Department until <b>3:00 p.m. local time on January 10, 2017</b> and submitted to:  Texas Department of Criminal Justice Contracts and Procurement Department Client Services and Governmental Contracts Branch Two Financial Plaza, Suite 525 Huntsville, Texas 77340 <b>Attention: 696-PF-16-P028</b>	6. <b>FOR INFORMATION CONTACT:</b>  Reita Johnson, CTPM, CTCM Contract Specialist  PHONE: (936) 437-7135 FAX: (325) 223-0310 E-MAIL: reita.johnson@tdcj.texas.gov
--	--

### OFFER (Must be fully completed by Offeror)

7. DISCOUNT FOR PROMPT PAYMENT:→	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
8. ACKNOWLEDGMENT OF AMENDMENTS: <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
9. NAME AND ADDRESS OF OFFEROR:→			10. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
11. TELEPHONE NO. (Include area code)	12. SIGNATURE		13. OFFER DATE	

### TO BE COMPLETED AT TIME OF AWARD

<b>Document Type: 9</b> <b>Statutory Cite: Texas Government Code, Section 495.001</b> This award consummates the Contract which consists of the following documents: (a) the State's solicitation, and solicitation amendments, such provisions, representations, certifications, specifications, and negotiated changes as hereby incorporated and attached to this award (b) the Contractor's offer, points of clarification, responses to clarification request and/or best and final offer, and negotiated changes as hereby incorporated and attached to this award and (c) this award. In the event of a conflict between any terms and conditions of this Contract document with Contractor's offer, points of clarification and/or best and final offer, the terms which are more favorable to the Department shall prevail.	
The total funding for the base period of this Contract (September 1, 2017 – August 31, 2019) shall not exceed \$ _____.	
<b>Contractor</b>  By: _____ Name: _____ Title: _____ Date: _____	<b>Texas Department of Criminal Justice</b>  By: _____ Name: Bryan Collier Title: Executive Director Date: _____

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**SECTION A – CONTRACT DEFINITIONS**

The following terms used in this Contract shall, unless the context indicates otherwise, have the meanings set forth below:

**ACA** means the American Correctional Association.

**ACA Standards** means the current Standards for Adult Correctional Institutions as heretofore supplemented and as the same may be modified, amended, or supplemented in the future, published by the ACA.

**Additional Services** means Additional Services required to be furnished by the Contractor pursuant to changes in Department and TBCJ Policies from those in effect as of the date of this Contract, which changes are not required by changes in laws, government regulations, or Court Orders generally applicable to the Department and which changes cause an increase in cost of operating and managing the Facility.

**Authorized Representative** means the Person designated in writing to act for and on behalf of a party of this Contract, which designation has been furnished to the other party hereto as described in Section G.2.1.

**Average Daily Salary** shall be as set forth in Exhibit J.3, Compliance Standards, Attachment A, Average Daily Salary Schedule.

**Biennium** means any of the two (2) year periods beginning on September 1 and ending on August 31 of odd numbered years, which periods are used for budgetary purposes by the State of Texas.

**Classification Schedule** means the salary schedule for the State of Texas.

**Compliance Standards** means Contract requirements that have specific and clearly defined recoupment strategies to ensure that the Department does not pay for Services that are not received.

**Contract Monitor** shall have the meaning as set forth in Sections C.9 and G.2.3.

**Contract Specialist** means the Department employee responsible for non-technical administration of this Contract, as described in Section G.2.2

**Contract Term** means the duration of this Contract as specified in Section F.

**Contract Year** means the Base Period Year or Option Period Year as specified in Section B.2 of this Contract.

**Contractor** means \_\_\_\_\_.

**Court Orders** means any orders or judgments issued by a court of competent jurisdiction and any stipulations, agreements, or plans entered into in connection with litigation that are applicable to the operations, management, or maintenance of the Facility and relate to the custodial care of Offenders. For purposes of this Contract, this term includes such orders, judgments, stipulations, plans or agreements applicable to the Department.

**Daily Security Shift Roster** means a list prepared daily for each shift which identifies employee by name and duty Post assigned.

**Day(s)** means calendar days unless otherwise specified.

**Department** means the Texas Department of Criminal Justice (TDCJ), an agency of the State of Texas.

**Department Policy/Policies** means all written policies, procedures, standards, guidelines, directives, and manuals of the TBCJ and the Department applicable, to providing the Services specified under this Contract.

**Deployment** means the assignment of an employee to a duty Post.

**DPS** means the Texas Department of Public Safety.

**Event of Default** means any of the events or circumstances described in Section I.3.

**Ex-Offender** means a Person who has received a conviction for a misdemeanor or felony offense or an equivalent offense who is not currently incarcerated.

**Facility** means the \_\_\_\_\_ Correctional Center located in \_\_\_\_\_, Texas and operated and maintained by the Contractor pursuant to this Contract.

**Facility Capacity** means the maximum number of Offenders authorized by the Department to be housed at the Facility.

**Facility Generated Income** means all income generated at a Facility. Sources include, but are not limited to, commissaries and telephones.

**Family Liaison Officer** means the Person, such as a duty warden, who assists Offenders' immediate family members and other Persons during visits with Offenders and aids those Persons in resolving problems that may affect permitted visits.

**Filled Date** means the date a prospective correctional officer has completed all required Pre-Service Training, received all security clearances, and has started on-the-job training at the Facility. For all other employees it means the first date on the job following the completion of all required Pre-Service, receipt of appropriate certification/license and a satisfactory criminal background clearance and/or Department approval letter.

**Fiscal Year** means any of the one (1) year periods beginning September 1 and ending August 31, which periods are used for annual budgetary purposes by the State of Texas.

**Individualized Treatment Plan (ITP)** means a plan devised by the Contractor for each Offender that is based on the intake evaluation, screening and assessment, identifying the goals and objectives to be accomplished by the Offender while in treatment.

**Material Failure** means the failure of a party to fulfill one or more obligations essential to achieving the purpose of the Contract.

**Midnight Strength Report** means the official numerical count of the number of Offenders present at the Facility at the end of each day (being 11:59 p.m.), which for purposes of this Contract shall be conclusive as to the number of Offenders present at the Facility for the day just ended.

**Monthly Contractor Payment** means the mathematical product of the Contractor Per Diem Rate times the number of Offenders who occupy the Facility during the billing month according to the Midnight Strength Report for each Day of the billing month prior to any adjustments.

**Monthly Invoice** means Contractor's invoice based on the Contractor Per Diem Rate and yielding the Monthly Contractor Payment to be made by the Department.

**NCIC** means the National Crime Information Center operated under the authority of the Federal Bureau of Investigation.

**Non-Appropriation** means the failure by the Legislature of the State, as part of its budgetary process, to appropriate money to be used for the Payments due hereunder.

**Offender** means a Person assigned by the Department to reside at the Facility.

**Offender Day** means each day or part thereof during which an Offender is assigned to a Facility operated by the Contractor, which for each such day shall be determined by the Midnight Strength Report.

**OJT** means on-the-job training that is based on specific objectives that are job related, presented from an appropriate source, and of sufficient duration so that the objectives may be learned, acquired, applied and retained. All staff requiring OJT shall begin the OJT requirement upon successful completion of Pre-Service Training and only after receipt of a clear criminal background investigation.

**Operation and Management Services** means furnishing by the Contractor of consulting, operation, management, and maintenance services, and all personnel and materials necessary to provide for the operation, management, and maintenance of the Facility and for the care, custody, and treatment of Offenders in accordance with the terms and conditions contained in this Contract.

**Parole Modification Offender** means Offenders assigned to the Facility as a modified condition of their parole.

**Payment(s)** means the amount(s) agreed to be paid by the Department to the Contractor for Services under this Contract.

**PCN** means the Position Control Number.

**PCN List** means the Position Control Number List that corresponds to the position titles and numbers of positions identified on the Contractor's approved Staffing Plan in Exhibit J.1.

**PD** means the Texas Department of Criminal Justice Personnel Directives.

**Per Diem Rate** shall have the meaning set forth in Section B.2.

**Person** means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, court or other tribunal, or government or any agency or political subdivision thereof.

**Position Vacancy** means a position in which there is no qualified, trained incumbent. A vacant position occurs when an employee resigns, has been terminated, is reassigned to another position and/or Facility or is off the payroll after exhausting all accrued leave, with the exception of Family

Medical Leave (FML) and Workers' Compensation and no other qualified, trained Person or employee is placed in that position. Similarly, positions are considered vacant if the individual in that position does not meet the criteria for employment as outlined in PD-17, PD-26, PD-27, PD-73 and PD-75. A position becomes vacant when the incumbent is removed from the payroll either temporarily or permanently, regardless of leave status, with the exception of FML and Workers' Compensation. Positions requiring certification, licensure, or registration are considered vacant if the Person in that position does not possess the appropriate certification, licensure or registration.

**Position Vacancy Report** means a report providing detailed information as to when a position becomes vacant, filled, or out on temporary leave.

**Post** means a position on the Staffing Plan for which the Department has either published a written post order or approved a unit specific post order.

**PREA** means the Prison Rape Elimination Act of 2003.

**Pre-Service Training** means training that must be completed prior to duty assignment and prior to a position being considered filled.

**PRN** means an "as needed" position identified on the Staffing Plan.

**Redeployment** means the temporary assignment of duties that are normally performed by a different position on the Facility as specified in Section C.4.2.Y.

**Relief Factor** means a multiplier that will ensure that sufficient staff is employed to ensure all duty Posts are manned per the Staffing Plan.

**Security Staff** means those employees, who have received the appropriate security training, who are directly responsible for the security of the Facility.

**Service Commencement Date** means the date on which the Contractor shall begin providing Services at the Facility pursuant to this Contract. For the purpose of this Contract, that date is September 1, 2017.

**Services** means delivery by the Contractor of requirement in accordance with the terms and conditions of the Contract.

**State Board of Education** means the governing board of the Texas Education Agency.

**State-Owned Equipment** means all machinery, equipment, furniture and other items of tangible personal property that are purchased with Facility Generated Income or by the Department, as approved and inventoried by TDCJ-PFCMOD, including all items purchased or replaced.

**Substitute Teacher** means an individual meeting the requirements set forth in Section C.4.8.C.3.

**TABE** means Test Adult Basic Education.

**TBCJ** means the Texas Board of Criminal Justice.

**TCIC** means the Texas Crime Information Center operated under the authority of the Texas Department of Public Safety.

**TDCJ** means the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-CID** means the Texas Department of Criminal Justice - Correctional Institutions Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PD** means the Texas Department of Criminal Justice - Parole Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**TDCJ-PFCMOD** means the Texas Department of Criminal Justice - Private Facility Contract Monitoring/Oversight Division, a division of the Texas Department of Criminal Justice, an agency of the State of Texas.

**Temporary Reassignment** means a non-permanent change to a duty location(s) other than the Facility specified in Section C.1. (Also see Section C.4.2.1.2).

**Texas Workforce Commission (TWC)** means the State agency charged with overseeing and providing workforce development services to employers and job seekers of Texas.

**Upper Level Management Personnel** means all Persons employed by the Contractor who hold the equivalent of the following job titles at the Facility: Warden, Assistant Warden and Major.

**WSD** means Windham School District.



**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SERVICES AND PRICES/COSTS****B.1.1 Services Being Acquired**

The Contractor shall, in accordance with the terms of this Contract, provide all necessary personnel, equipment, materials, supplies and Services (except as may be furnished by the Department as specifically identified within the Contract) and otherwise do all things necessary for, or incidental to, the location, operation and management of one (1) or multiple Correctional Centers in the following locations in Texas:

Facility Name	Location	Capacity	Offender Type
Bridgeport	Bridgeport, Texas	520	Male (CID Offenders)
Kyle	Kyle, Texas	350 170	Male (CID Offenders) Male (Parole Modification Offenders)

The Contract Term will consist of a two (2) year Base Period, subject to appropriations, with two (2), two (2) year Option Periods to extend Services for a potential Contract Term of six (6) years.

The Contractor may submit an offer for one (1) or more Facilities. Section L will provide instructions for the requirements of submitting an offer for more than one (1) Facility.

**B.1.2 Pricing Instructions**

***The Contractor shall photocopy Section B.2, Pricing Schedule and submit one (1) completed Pricing Schedule for each location proposed.***

- A. The Department anticipates award of a firm fixed-price Contract for these Services.
- B. The Pricing Schedule (Section B.2) shall be completed and shall incorporate the rates established in the Budget Justification Forms and Staffing Plans (Exhibit J.1), which can be provided in Microsoft Excel® format upon request from the Contract Specialist.
- C. In its pricing proposal, the Contractor shall include all costs (such as direct, indirect, profit, etc.) of providing the Services required in Section C. The Contractor shall present a detailed budget and budget narrative for the operation of the Facility.

**B.2 PRICING SCHEDULE**

**Contract Line Item Number (CLIN) 001-006 \_\_\_\_\_ Facility**

001	Base Period, Year 1 (09/01/17 – 08/31/18)	\$_____ Per Diem Rate
002	Base Period, Year 2 (09/01/18 – 08/31/19)	\$_____ Per Diem Rate
003	Option Period 1, Year 1 (09/01/19 – 08/31/20)	\$_____ Per Diem Rate

004 Option Period 1, Year 2 (09/01/20 – 08/31/21) \$\_\_\_\_\_ Per Diem Rate

005 Option Period 2, Year 1 (09/01/21 – 08/31/22) \$\_\_\_\_\_ Per Diem Rate

006 Option Period 2, Year 2 (09/01/22 – 08/31/23) \$\_\_\_\_\_ Per Diem Rate

### **B.3 ALLOWABLE COSTS**

The proposed budget shall include only costs that are reasonable, necessary, and allowable under state statutes, Department Policy, and federal cost standards. The Department shall make the final decision on the allowance or acceptability of a cost.

### **B.4 NON-ALLOWABLE COSTS**

The proposed budget shall not include costs that are not allowed by State or any authorized agency, statute, policy or procedures. Types of non-allowable costs may include but are not limited to, alcoholic beverages, bad debts, fundraising, political lobbying, and tobacco products.

### **B.5 DISCOUNT FOR AWARD OF MULTIPLE FACILITIES**

Offerors are invited, but not required, to propose a discount if awarded a Contract for more than one (1) Correctional Center.

Two locations \_\_\_\_\_% reduction in Per Diem Rate at each Facility

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 BACKGROUND

The Department requires a Contractor(s) for the operation and management of the following Facilities:

Facility	Location	Capacity	Offender Type
Bridgeport	Bridgeport, Texas	520	Male (CID Offenders)
Kyle	Kyle, Texas	350 170	Male (CID Offenders) Male (Parole Modification Offenders)

The Department is authorized under Texas Government Code, Section 495.001 to operate and manage secure Correctional Facilities as well as contract with private vendors for the operation and management of these Facilities.

### C.2 GENERAL DUTIES AND OBLIGATIONS

- A. The Contractor shall provide Operation and Management Services.
- B. The Contractor shall be capable of providing stand-alone Services (with minimal support required from the Department) to the specific Offender population that shall, at a minimum, comply with Federal Constitutional Standards; State Standards; Department Standards; and American Correctional Association (ACA) Standards.
  1. When differences exist between the Federal and State Standards, Department Policies and ACA Standards, the higher standard, as defined by the Department, will prevail.
  2. The specified requirements and standards will serve as the benchmark for monitoring the Contractor's Facility operation and management.
  3. The Contractor shall comply with applicable Department Policies in its operation of the Facility. Unless otherwise specified, the Contract language shall take precedence over Department Policy.
- C. The level and quality of programs and Services must be at least equal to those provided by state-operated facilities that house similar types of Offenders and at a cost that provides a savings of not less than ten percent (10%) of the cost of housing Offenders in similar facilities and providing similar programs to those types of Offenders in state-operated facilities.

### C.3 DEPARTMENT POLICIES AND PROCEDURES, AND COMPLIANCE WITH APPLICABLE RULES, REGULATIONS, POLICIES, PROCEDURES AND LAWS

- A. The Contractor shall not deviate from the Department Policies and procedures in the provision of Operation and Management Services without the prior written approval of the Department.

- B. The Department shall notify the Contractor of all changes in, or additions to such policies and procedures, after which time the Contractor shall comply with the policies/procedures contained therein, unless the Department approves in writing a deviation from such policies/procedures.
- C. The Contractor's written request for deviations from said policies/procedures shall originate from the Authorized Representative of the Contractor or designee and shall be forwarded to the TDCJ-PFCMOD Director or designee. The Contractor's written requests for deviation shall specify the deviation, with justification, and reference to the policy number/procedure, section, paragraph, etc.
- D. Unless a deviation from the Contractor is specifically requested and approved in writing by the Department, the Contractor shall comply with Department Policies and procedures. A Contract award shall not imply approval of a policy/procedure deviation. Any deviations previously granted by the Department under a separate or previous contract do not apply to this Contract.

#### **C.4 SPECIFIC DUTIES AND OBLIGATIONS**

##### **C.4.1 Training**

The Contractor shall provide, at its own expense, training as outlined in the Department training curriculums and requirements. The Contractor shall adhere to any changes in the Department's curriculums or training requirements that may occur throughout the term of this Contract. All Pre-Service and in-service training instructors shall meet the Department requirements.

- A. At a minimum, all Security Staff must complete a two hundred forty (240) hour Pre-Service Training and one hundred forty-four (144) hours of OJT. Additionally, Security Staff are required to complete forty (40) consecutive hours of in-service training annually.
- B. Those Security Staff and non-security staff currently employed at a privately operated secure Department correctional facility or at a Department operated unit or who have been separated from employment from such a unit for less than three (3) years and who otherwise were in compliance with the Department training requirements for a similar facility at the time they departed employment are not required to complete Pre-Service Training again under the above stated training requirement so long as they are in compliance with their annual training requirement as evidenced by the appropriate documentation.
- C. All non-uniformed staff in positions requiring annual in-service training in accordance with Department Policy and who are responsible for the supervision of Offenders, shall be required to complete the same two hundred forty (240) hour Pre-Service Training that uniformed staff attend. Such non-uniformed staff shall be required to complete the same forty (40) hours of annual in-service training as the Security Staff.
- D. All clerical and support staff including but not limited to secretaries, clerks, computer personnel, human resources staff, and bookkeepers shall be required to complete thirty-two (32) hours Pre-Service Training that includes the Correctional Awareness Workshops prior to employment. In-service training shall consist of the sixteen (16) hours of Staff Survivor Training to be completed annually thereafter.

- E. All professional educational staff shall complete a forty (40) hour Pre-Service Training that includes sixteen (16) hours of topics from the Department's Staff Survivor Training. Additionally, professional education staff shall complete twenty-four (24) hours annual training dedicated to the improvement of educational services.
- F. Supplementing the training identified above, the Contractor shall provide additional specialized training to ensure compliance with this Contract and the Department Policies.
- G. Staff identified as instructors for munitions and defensive tactics, to include specialized tactics, must receive initial certification and annual re-certification through the Department's Correctional Training and Staff Development. The fees for this training will be the responsibility of the Contractor and will be processed in accordance with the format and frequency determined by TDCJ-PFCMOD.

#### **C.4.2 Staffing**

The Contractor shall at all times provide sufficient trained staff to maintain the security, control, custody and supervision of Offenders at the Facility in compliance with this Contract.

- A. The Contractor's positions shall be staffed with qualified and trained employees in accordance with the detailed Staffing Plan (Exhibit J.1). The Contractor shall consider the Department's Recommended Staffing Plan (Exhibit J.1) in determining their staffing plan. Any position(s) added or removed from the Recommended Staffing Plan shall be justified.
- B. The Contractor shall provide a complete Staffing Plan in the required format provided in Exhibit J.1. The Staffing Plan shall include, at a minimum, the following information:
  - 1. Positions for administration, security, training, food service, maintenance, commissary, laundry, education, transportation, human resources, chaplaincy, community service;
  - 2. The number of staff by position;
  - 3. Identification of shifts/five (5) day or seven (7) day positions;
  - 4. Relief Factors and total FTEs;
  - 5. The Department position equivalency;
  - 6. Identification of any position on the Staffing Plan as "PRN" or "as needed" requires the Contractor to enter into a subcontract for the Services to be provided in accordance with Section H.2 of this Contract; and
  - 7. The Contractor shall also include all Pre-Service requirements, credentials of teachers that are to provide educational services and specific trades of proposed staff to provide maintenance services.
- C. The Contractor shall comply with the Staffing Plan (Exhibit J.1) to include Relief Factors. Staffing Plan changes can only be obtained through an approved Contract modification.

- D. The Contractor shall provide job descriptions for specific staff positions identified on the Staffing Plan (Exhibit J.1) that comply with the Department's minimum education and experience requirements in Exhibit J.7 for like positions.
1. Unless otherwise specified in this Contract, minimum Contractor job description education and experience qualifications shall be the same as for like positions in the Department.
  2. The Contractor shall certify that all staff meet the same basic eligibility criteria as those Persons employed in like positions by the Department.
  3. The Contractor's job descriptions shall include minimum education and experience qualifications, description of job duties and full-time or part-time designation.
  4. The Contractor shall include in each security job description the title of the comparable Department position (i.e., Shift Supervisor comparable to the Department Lieutenant, Senior Correctional Officer comparable to the Department Sergeant, Chief of Security comparable to the Department Major, etc.).
  5. While the Contractor's minimum education and experience qualifications may vary by job title, the absolute minimum is the Department's education qualification for employment, which is a high school diploma or GED. The high school diploma shall be from an accredited high school or equivalent that is acceptable to the Department.
  6. Award of this Contract does not constitute the Department's approval of the Contractor's job descriptions but does determine that the job descriptions meet the Department's minimum education and experience qualifications.
- E. Employment of Ex-Offenders shall be in compliance with PD-75 (Applicants with Pending Criminal Charges or Prior Criminal Convictions). New employees/applicants with a criminal conviction(s) shall meet the eligibility requirements of PD-75 and receive written approval for employment from the TDCJ-PFCMOD Director or designee.
- F. The Contractor shall provide an organizational chart indicating the lines of supervision for all staff positions identified in the Staffing Plan (Exhibit J.1).
- G. Each applicant shall sign a release stating the employee's employment history may be released not only to the Department, but also to other correctional facility contractors under contract with the Department.
1. All prospective Contractor's employees (including consultants, independent contractors and their employees and agents who work on a routine basis at the Facility) who currently work or previously worked for the Department must authorize the Department to release to the Contractor information concerning all disciplinary actions taken during their employment with the Department as well as their Department re-hire eligibility status. The TDCJ-PFCMOD Director or designee shall determine employment eligibility for any prospective employee requiring Division Director approval prior to being rehired.
  2. Additionally, all job applicants must authorize the Contractor to release to the Department or another correctional facility contractor information concerning all disciplinary actions taken during their employment with the Contractor as well as their

re-hire eligibility status as determined by the Contractor in the event the employee seeks employment with the Department or another correctional facility contractor.

3. Both types of releases shall be documented in a Public Information Act Request and filed in the employee's personnel folder.
  - a. The Contractor shall maintain all employment records for a period of seven (7) years after expiration or termination of this Contract.
  - b. Upon receipt of a written request from the Department or another correctional facility contractor, the Contractor shall be required to release employment records for a period of seven (7) years after expiration or termination of this Contract.
- H. The Contractor may utilize part-time employees. All part-time employees shall be trained pursuant to the Department training requirements (refer to Section C.4.1) prior to being assigned to a Post.
  1. Part-time employees may temporarily perform the duties of, but cannot permanently fill, a full-time position identified in the Staffing Plan.
  2. All part-time employees shall meet the same qualifications and training eligibility requirements as full-time employees.
  3. The use of part-time supervisory Security Staff is prohibited.
- I. It is understood and agreed that from time to time a vacancy, as defined in this Contract, may occur in positions required by the Staffing Plan; however, the Contractor shall employ sufficient relief staff to ensure all positions (duty Posts) identified in Exhibit J.1 shall be manned on each required shift.
  1. A vacancy does not occur when an employee is temporarily absent due to vacation, sick leave, or other temporary leave condition. Such other temporary leave conditions shall include employee participation in management and professional conferences or in-service training, so long as such other temporary leave does not exceed a period greater than two (2) weeks in duration.
  2. The Temporary Reassignment of staff to other locations operated by the Contractor shall be subject to the following provisions:
    - a. In emergency situations no unit staff will be temporarily reassigned from the Facility to any other location (in state or out of state) without receiving verbal authorization from the TDCJ-PFCMOD Director or designee. This notification must be within three (3) hours and followed up with a written notification within twelve (12) hours explaining the circumstances and number of staff deployed.
    - b. Temporary Reassignment of staff for any reason other than emergency situations shall have prior written approval from the TDCJ-PFCMOD Director or designee before reassignment. The Average Daily Salary of the reassigned employee will be withheld from the Monthly Contractor Payment in the event the reassignment does not benefit the Department.

- c. The Contractor shall provide TDCJ-PFCMOD with a written description as to how the incumbent's duties will be performed during the period of the Temporary Reassignment.
3. The Contractor shall ensure that any vacancies in the approved Staffing Plan are filled by a qualified and trained employee having a verifiable Filled Date (as defined in this Contract) within sixty (60) Days or ninety (90) Days of the vacancy occurring to be determined as follows:
  - a. If a non-uniformed position not requiring Pre-Service Training per AD-12.20 (Implementation and Operation of the TDCJ In-Service Training Program for Uniformed and Non-Uniformed Employees) or a security supervisor/administrator position (classified as a Sergeant, Lieutenant, Captain, Major, Assistant Warden, Warden or comparable titles) remains vacant for more than sixty (60) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each Day the position is vacant, starting on the sixty-first (61<sup>st</sup>) Day.
  - b. If a Correctional Officer position or non-uniformed position requiring Pre-Service Training as identified in AD-12.20 remains vacant for more than ninety (90) Days, the Monthly Contractor Payment for the period during which the position remains vacant shall be reduced by an Average Daily Salary for each Day the position is vacant, starting on the ninety-first (91<sup>st</sup>) Day.
4. The Department will allow staffing credits for Sergeant and Correctional Officer positions, based on accrued overtime, to offset vacancy withholdings. The following provisions apply to these staffing credits:
  - a. Accrued Sergeant and Correctional Officer overtime will be reported and credited for a calendar month; and
  - b. Unused credits cannot be carried over from one (1) month to the next.
5. If it is determined by the Department monitoring staff that a service has not been provided while the incumbent has been out on leave, to include but not limited to Family Medical Leave (FML), Workers' Compensation, Military Leave, or Administration Leave, the Average Daily Salary for that position will be deducted for the period for which the Service was not provided.
  - a. Such a position is vacant, regardless of whether the Service is being provided, when:
    - 1) The incumbent remains on FML or Workers' Compensation status in excess of twelve (12) weeks.
    - 2) The incumbent, on Military Leave status, exhausts all paid leave and is placed in a leave without pay status or separated from employment.
    - 3) The incumbent, on Administrative Leave, in excess of fourteen (14) Days.



- b. A current annual criminal background check which meets continued employment eligibility, in compliance with PD-75, is required before the return of an employee described above.
  - c. In the event the employee was terminated from the Contractor's payroll, a pre-employment criminal background check that meets employment eligibility criteria in PD-75 is required prior to the incumbent returning to work.
- J. A pre-employment criminal background check shall be completed by the Department for each applicant (including consultants, independent contractors and their employees and agents, and volunteer workers who work on a routine basis at the Facility) within thirty (30) Days prior to being assigned by the Contractor to the Facility.
- K. The Contractor shall employ or assign only those applicants that meet employment eligibility criteria outlined in PD-75 to perform duties in the Department's contract facilities. The results of the criminal background checks, to include supplemental documents that confirm the employee's eligibility, must be acceptable to the Department and shall be maintained in the employee's file at the Facility.
- L. Employees, to include those in OJT, shall not be assigned to any Department contracts or have contact with Offenders until a current criminal background check that meets PD-75 eligibility criteria is received by the Department.
- M. A nominal fee shall be charged to the Contractor for these criminal background checks. These fees shall be processed in accordance with the format and frequency as determined by TDCJ-PFCMOD.
- N. The Contractor shall be responsible for any additional fee charged by DPS to the Department for any resubmission requests due to unreadable fingerprints.
- O. In addition to background investigation reports, the Contractor shall maintain in each personnel file a copy of the Department's TCIC/NCIC Pre-Employment Inquiry Results Letter, the Criminal History Record reflecting the fingerprint analysis, and the results of a pre-employment drug test on each employee in compliance with PD-17 (Drug-Free Workplace) that is acceptable to the Department.
- P. The Contractor is responsible for the conduct and behavior of all Persons working on the unit (including consultants, independent contractors and their employees and agents and volunteer workers) and shall ensure Department Policies regarding management and treatment of Offenders, including PD-29 (Sexual Misconduct with Offenders), are followed. Should a violation occur, the Contractor shall take immediate corrective action acceptable to the Department.
- Q. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of employees who resign while under investigation for inappropriate conduct related to Offender management and for violations of policies related to Facility security.
- R. The Contractor shall immediately notify TDCJ-PFCMOD, in writing, of any employee who has been convicted, arrested, indicted or charged with a criminal offense. Such employee shall not be permitted to return to duty until authorized in writing by the Department. A copy of such written authorization shall be maintained in the employee's personnel file.

- S. The Contractor shall comply with PD-26 (Nepotism) regarding the employment of relatives.
- T. The Contractor shall provide an Affirmative Action Plan outlining Equal Employment Opportunity (EEO) compliance and strategies used to meet goals outlined in the Affirmative Action Plan.
- U. The Contractor shall provide a basic drawing of the Facility that details Security Staff (security officer positions identified in the Staffing Plan only) Deployment by location (inside and outside buildings, open areas such as recreation yards, walkways, etc. as well as outside the perimeter fence). These security Posts shall be color coded by shift on the drawing.
- V. The Contractor shall deploy security supervisors and security officers to Posts as established in the Staffing Plan (Exhibit J.1).
  - 1. The Contractor's Daily Security Shift Rosters shall include all security supervisor and security officer positions required in the Staffing Plan (Exhibit J.1).
  - 2. On a daily basis, the Contractor shall provide the Department Contract Monitor copies of accurate and complete Daily Security Shift Rosters for all shifts, documenting all changes or reassignments that occur during the shift.
  - 3. Upon request, the Contractor shall provide the Department Contract Monitor copies of time records for each employee identified on specific Daily Security Shift Rosters.
  - 4. Priority position staffing as defined in AD-11.52 (Security Staffing) is not applicable to the Deployment of the Contractor staff. All positions identified in the Staffing Plan (Exhibit J.1) are required to be manned at all times except for five (5) day security Posts with a Relief Factor of 1.0 (i.e., Major, Captain, etc.). This exception applies only to situations where the incumbent is on vacation, sick leave, etc. and must meet the following conditions:
    - a. Duties of the vacant Post shall be performed;
    - b. Specific staff members shall be designated to perform the duties of the vacant Post; and
    - c. Specific staff members performing the duties of the vacant Post shall be identified on the Daily Security Shift Roster.
- W. The Contractor shall submit the following reports accurately, with the required supporting documentation, by the fifth (5<sup>th</sup>) working day of the month to the TDCJ-PFCMOD Director or designee:
  - 1. Position Vacancy Report (PVR);
  - 2. Position Control Number (PCN) List;
  - 3. Staff Overtime Report for Sergeants and Correctional Officers; and
  - 4. Staff Statistics Report.

**Note:** The above reports must be submitted in signed format as well as electronically in Microsoft Excel® format.

- X. The Contractor shall be responsible for the preparation of accurate employee time and attendance records, ensuring these records are signed by the employee, approved by the supervisor, maintained on file at the Facility and available to TDCJ-PFCMOD staff.
- Y. If redeployed, the employee shall be eligible, qualified and trained for the Redeployment Post and must wear a uniform respective to the Post. Redeployment of staff shall only be authorized during the employee's non-regular duty hours (i.e., employee regularly scheduled for first (1<sup>st</sup>) shift can only be redeployed during a shift other than first (1<sup>st</sup>) shift).
- Z. The Contractor shall have prior written approval from TDCJ-PFCMOD for all Upper-Level Management absences in excess of seventy-two (72) hours to include the designee in charge for the duration of absence.

#### **C.4.3 Food Service**

- A. The Contractor shall provide wholesome and nutritious meals for all Offenders in compliance with Department Policies.
- B. The Contractor shall provide an annual master menu meeting the above meal requirements. This master menu shall be approved, signed and dated by a registered dietician.
- C. The Contractor shall submit any menu changes approved by a registered dietician to the TDCJ-PFCMOD for review and approval prior to implementation.

#### **C.4.4 Laundry, Offender Necessities, and Barber Shop**

The Contractor shall provide full Offender laundry services, maintain necessities, and operate barber shops, in compliance with Department Policy.

- A. The Contractor shall provide, at its expense, necessities, hygiene items and Offender clothing in compliance with Department Policy.
- B. The Contractor shall provide, at its expense, all Facility supplies including first aid kits, office supplies and building support items.
- C. The Contractor shall post necessities/hygiene item distribution schedules that comply with Department Policy in all Offender living areas and in the Offender Orientation Handbook.
- D. The Contractor shall ensure Offenders returned to a state-operated Unit are clothed in the Department's Offender uniforms.

#### **C.4.5 Transportation**

- A. The Contractor shall provide, at its expense, full transportation services with respect to all Offenders to be housed at the Facility. Offender transportation services will be in compliance with Department Policy and will begin with initial transfer of an Offender from the Huntsville Unit or another Department facility and end upon the Offender's return to

the Huntsville Unit or other Department facility, which other facility shall not be further from the Facility than Huntsville, Texas. Such transportation shall include all transportation for non-medical emergency absences, and all transportation required for health care purposes including emergency medical transportation described in Section C.4.9. For emergency medical transportation, the Contractor shall provide security as outlined in Department Policy.

B. The Contractor shall provide the following:

1. Number and type of Offender transport vehicles;
2. Full descriptions of Offender transport security equipment, including but not limited to, communications equipment, weapons, restraints or any other items approved for use in the Department Use of Force Plan; and
3. Offender transportation operations procedures.

**C.4.6 Telecommunications**

A. Offender Telephone Access:

The Contractor shall comply with Department Policy.

B. Radio Equipment:

1. The Contractor shall ensure that all radio systems are licensed and maintained in accordance with Federal Communications Commission (FCC) regulations.
2. The Contractor shall provide and maintain portable (hand-held) radios, mobiles, base stations and repeaters to meet FCC mandates for narrow band operation and are compatible with Department specifications.
3. The Contractor shall ensure the radio system provides adequate coverage for the Facility.

C. Facility Telephone Systems:

1. The Contractor shall ensure telephone systems are maintained in good working order.
2. At a minimum, the Contractor's telephone maintenance contract shall include seven (7) Day/twenty-four (24) hour coverage with a maximum of two (2) hour response for emergencies. No answering machines will be accepted.
3. The Contractor shall provide for seven (7) Day/twenty-four (24) hour telephone communication for immediate maintenance/repair service by certified working staff.

**C.4.7 Information Technology Services**

- A. The Contractor shall provide, at its own expense, Facility equipment and software that may be required to interface with current and future technology architecture requirements as directed by the Department.

1. All computers for non-Department staff shall be purchased at the Contractor's expense.
  2. The Contractor will be responsible for any required software needed to access the Department's mainframe.
  3. The Contractor must have current anti-virus software and Microsoft® patches installed before connecting to the Department network.
  4. The Contractor shall purchase, install, maintain/repair and replace all cabling necessary for computers.
  5. All printers and scanners shall be purchased at the Contractor's expense and a support contract must be maintained in the event of failure and/or replacement.
- B. The Contractor shall be responsible for monthly reimbursements to the Department for dedicated data lines, modems (if applicable) and leasing charges for the router.
- C. The Contractor shall be responsible for prorated early termination charges pertaining to dedicated data lines, modems and routers described above in the event the Contractor terminates the Contract prior to the agreed upon date.
- D. The Contractor shall report to the TDCJ-PFCMOD Contract Monitor any changes in the employment status or job duties of staff having access to mainframe applications.

#### **C.4.8 Education**

The Contractor shall provide, at its own expense, a full range of academic and vocational programs from basic adult literacy through General Education Development (GED) certificate including a library that meets Department Policies. All programs shall have prior approval from the TDCJ-PFCMOD.

##### **A. General Requirements**

1. The Contractor shall provide a full range of educational services to meet the needs of all Offenders on the Facility who are eligible to participate regardless of their length of stay.
2. All Offenders on the Facility who have an education ITP need shall be required to participate in educational programming. All Offenders shall be required by the Contractor to take life skills or pre-release training regardless of educational level. Participation in educational programs shall place enrollment priority on Offenders, according to the ITP process.
3. Eligible Offenders in need of educational services shall receive programming (except for college credit) at no cost to the Offenders regardless of the Offenders' willingness or ability to apply for or qualify for financial assistance.
4. All Offenders receiving financial assistance must have a signed statement on file indicating that they willingly applied for financial assistance and that they were informed that such application was not a condition of enrollment.

5. The overall unit schedule shall be designed to accommodate the instructional time frames required for education programs.
6. The Facility education program shall establish a calendar for instruction scheduled to meet a minimum of two hundred ten (210) days per school year and submit this calendar to TDCJ-PFCMOD for approval prior to implementation.
7. The Contractor shall maintain documentation of all educational funding sources.
8. The Contractor is prohibited from contracting with third (3<sup>rd</sup>) parties to provide educational programming for Offenders without prior written approval from the Department.

#### B. Programs

##### 1. Literacy Instruction

- a. Literacy programming to meet the needs of all Offenders from basic adult literacy through GED level shall be provided and students shall be allowed to attend at least fifteen (15) hours per week.
- b. Academic Programs shall include the following:
  - 1) Basic academic education to include, but not limited to, instruction in reading skill development, language skill development, writing skill, and mathematics necessary for an adult to function in society.
  - 2) Adult secondary education to include, but not limited to, instruction in reading, language arts inclusive of writing production, mathematics, literature, science, and social studies appropriate to prepare the student for successful completion of the GED test battery.
- c. Written curricula are required for all academic programs, and these curricula shall be adult appropriate and coordinated with the Secretary's Commission on Achieving Necessary Skills (SCANS) competencies and workplace skills. All curricula shall be approved by the Department prior to implementation and reviewed at least every three (3) years for subsequent approval by the Department. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation.
- d. Teachers shall demonstrate a method of assessing student progress.

##### 2. Pre-Release/Life Skills Instruction

- a. Students enrolled in such programs shall attend a minimum of three (3) hours per day.
- b. The Contractor providing Pre-Release/Life Skills Instruction for Offenders who have received Further Investigation-Rehabilitation (FI-R) votes shall:

- 1) Use only Windham School District's (WSD) Changing Habits And Achieving New Goals To Empower Success (CHANGES) curriculum for core curriculum Pre-Release/Life Skills Instruction;
  - 2) Comply with the policies and procedures associated with the CHANGES program;
  - 3) Restrict use of the CHANGES curriculum to only those certified teachers who have been approved by WSD to teach the CHANGES program and who have successfully completed the WSD CHANGES training;
  - 4) Accurately and properly track attendance hours and maintain student progress records; provide necessary student records when requested (including attendance hours and student progress records);
  - 5) Ensure that use of the CHANGES curriculum, either in whole or in part, is limited only to the setting associated with the respective Facility;
  - 6) Deliver the CHANGES curriculum as it is written, without alteration, deviation, deletion, or addition of lessons and/or modules. Supplemental material is permissible, but only as such material relates directly to the modules and/or lessons contained in the WSD CHANGES curriculum; and
  - 7) Issue a Certificate of Completion when an Offender has successfully met the requirements for completion as set forth in current WSD CHANGES Policy 8.16. This certificate may be used by the Offender as evidence of program participation for parole and other purposes.
- c. The Contractor providing Pre-Release/Life Skills Instruction for Offenders who have not received FI-R votes shall provide instruction to include, but not be limited to:
- 1) Personal Development;
  - 2) Interpersonal Relations;
  - 3) Civic/Legal Responsibilities;
  - 4) Victim Awareness;
  - 5) Health & Wellness;
  - 6) Career Planning/Employment; and
  - 7) Re-Entry into Society.
- d. Offenders within twenty-four (24) months of release shall be enrolled in a pre-release life skills class. Priority placement shall be given to Offenders who have received FI-R votes. Non-FI-R Offenders shall be placed according to ITP guidelines as space allows.

### 3. Secondary Adult Vocational

- a. The Contractor shall provide secondary level vocational training to Offenders with an ITP need. Students shall attend vocational programs for a maximum of thirty (30) hours per week.
- b. Full length, secondary level vocational programs shall be competency-based and adult appropriate, consisting of a minimum of six hundred (600) clock hours of instruction.
- c. Individual student progress records shall document specific mastery of objectives and skills delineated for secondary adult vocational programs.
- d. Prior to the implementation of each program, secondary level vocational course curricula and course length shall be approved in writing by the Department. The curricula materials will be reviewed by the Department during the Division Level Operational Review every three (3) years. All changes to the curricula shall be approved by TDCJ-PFCMOD prior to implementation. Such curriculum shall be consistent with current industry standards in the respective vocational program.
- e. Secondary level vocational programs shall provide a written and skill assessment methodology for each module.
- f. Certificates of achievement shall be awarded to those secondary level vocational students who:
  - 1) Achieve a minimum written test average of seventy percent (70%);
  - 2) Complete a minimum of seventy percent (70%) of the competencies listed on the student progress record; and
  - 3) Attend a minimum of four hundred fifty (450) hours of the six hundred (600) hour instructional period for the course enrolled.
- g. The collection of fees for services provided in vocational training programs (shop fees) shall be in accordance with Department Policy. Vocational projects shall be appropriate to the course/program being taught.

### 4. Short-Term Vocational Courses

- a. Short-term vocational courses may be provided for those Offenders who would not have sufficient time to complete a regular secondary or college vocational program or who may need training for a job assignment.
- b. Prior to implementation, the Department shall approve in writing, all short-term vocational courses to be offered.
- c. Short-term vocational courses shall:
  - 1) Be forty-five (45) to two hundred (200) clock hours in length, with required attendance of a minimum of ninety percent (90%) of the instructional hours of the scheduled course; and



- 2) Require each student to complete ninety percent (90%) of all skills listed on the student progress record.
5. The Contractor shall provide each vocational shop area with appropriate instructional materials, supplies, and equipment that are acceptable to the Department. The Contractor shall have a listing of the basic materials, supplies, and equipment available for review and approval at the scheduled operational review.
6. Procedures for Vocational Programs
  - a. In addition to Department Policy, all vocational shops/classroom areas shall comply with all applicable WSD policies and operating procedures.
    - 1) Hazardous Tools shall be handled in accordance with WSD Operating Procedures 8.02.
    - 2) Tool Control shall be handled in accordance to AD-03.19 (Control of Tools/Sensitive Items.)
    - 3) Offender Students must have access to and use of all tools included in the vocational curriculum.
  - b. All vocational shops and classroom areas, whether college, secondary or non-credit programs, shall comply with the above vocational procedures.
7. Offenders enrolled in a vocational class without a GED or high school diploma shall be concurrently enrolled in an academic program.
8. General Requirements of College Programs
  - a. The Contractor may enter into a contract for services with the community college and/or university servicing the district where the Facility is located. The academic and vocational course offerings shall be sufficient to meet the needs of the Offender students. The Facility will provide the Department a listing of all college courses to be offered, including course name, number, the proposed time to be taught, and cost per Offender. The list must be provided no less than thirty (30) Days prior to the beginning of each semester.
  - b. The Facility college programs shall operate under the eligibility guidelines of on-campus students applicable to Offender students.
  - c. The Facility principal shall be the authority for the operation of the college program on the Facility and be responsible for identifying and screening prospective college students, participating in registration for classes, processing adds and drops, and providing supervision of college faculty while on the Facility.
  - d. The financial aid office of the contracted local community college or university shall handle all Offender applications for financial assistance for college courses.
  - e. All Offenders participating in the college program shall have a GED or high school diploma, and meet the requirements identified in AD-07.02., (Offender Participation in Educational Programs and Services).

- f. Offenders will be responsible for costs pertaining to all college credit programs or will qualify for financial assistance through the respective college or university.
- g. All courses offered under the auspices of a community college or university, whether for college credit or continuing education credit, shall be taught by employees of the community college or university and supervised by the college.
- h. Certificates presented to Offenders from a community college or university must meet the criteria for certificates mentioned for secondary level vocational courses and short courses and must be taught by employees of the institution.
- i. All contracts with colleges, universities and proprietary schools shall be approved by the Department prior to implementation.

#### 9. Libraries

- a. The Contractor shall maintain and/or provide comprehensive library services that include, but are not limited to, a reference collection containing general and specialized materials, and planned and continuous acquisition of materials to meet the needs of the education staff and Offenders.
- b. Libraries shall follow library procedures in compliance with Department Policy and WSD Operation Procedures 8.09I-VII (Library Services).
- c. Each Facility's collection shall have five (5) books per Offender or ten (10) books per student, whichever is greater.
  - 1) An inventory of the Facility library shall be conducted annually by the professional librarian.
  - 2) Circulation records shall be kept for the purpose of evaluating Offenders' use of the library. Circulation shall be at least twenty-five percent (25%) of the total holdings.
  - 3) Appropriate space, including shelf space, shall be provided for the library. Library seating and workspace for students and teachers shall be provided using the standard library furnishings as appropriate for the instructional program.
  - 4) All general population Offenders (non-student Offenders) shall have reasonable and regular access to the library acceptable to the Department.
  - 5) Library orientation shall be provided to all Offenders.

#### 10. Student Assessment

- a. Appropriate procedures shall be developed for student assessment according to education criteria.
- b. All Offenders shall be assessed on the TABE Form 9/10.

- c. All procedures regarding Educational Achievement (EA) Testing, Test Security, Test Procedures and Test Preparation as written in the current WSD EA Test Procedures Manual, shall be followed without deviation. This manual is available from TDCJ-PFCMOD. The following exceptions to this manual are identified below:
- 1) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only. The requirement for the process identified in these references remains the Contractor's responsibility to produce. For example, EA Book Checkout Forms routinely accessible to WSD are not available to the Facility. It is the Contractor's responsibility to provide a similar form that meets the same requirements as those used by WSD.
  - 2) Offenders shall not take individual sections of the EA Test.
    - All four (4) parts (Reading, Math Computation, Math Application, Language) of the EA Test shall be administered when EA Testing.
    - The entire testing session may last more than one (1) day, but shall be completed within five (5) school days from the date of the first (1<sup>st</sup>) test administered.
- d. For Offenders without valid EA test scores, the Contractor shall administer the EA test used by the Department, which must be documented on the Department's mainframe computer, within ten (10) working days of Offender's arrival. As part of the intake process, the EA score will establish an instructional baseline and assist with the placement decision.
- e. The Contractor shall ensure that seventy percent (70%) of Offenders participating in academic education programming increase their EA composite score by a minimum of 0.5 annually. The Contractor shall develop a methodology to monitor student progress. Any Offender with two (2) EA tests at the same Facility during the current school year shall be considered as an annual enrollee for the purposes of this performance measure. For purposes of this performance measure, an Offender shall be awarded the required progress if the Offender achieves a GED certificate during the Fiscal Year. However, such progress shall be awarded only for a GED certificate or only for demonstrating the required EA progress. An Offender may not be awarded progress for achieving a GED certificate and demonstrating EA improvement.
- f. The Department's goal is for the Contractor to provide approximately six hundred (600) hours of academic education programming annually to the Offender(s). In the event the Contractor fails to meet this goal, the Contractor shall resubmit, for the Department's written approval, the Contractor's education plan for meeting the EA goals. The Department may require the Contractor to provide certified teachers for failure to meet the EA goals, at no additional cost to the Department.
- g. The Contractor may schedule more than three (3) test sessions per school year, however, an individual Offender may not receive more than three (3) EA tests in any one (1) school year (excluding over value tests or incoming tests). Offenders

who over value (OV) on any test shall be administered the next higher level within two (2) weeks of the OV test score date.

- h. Staff administering TABE shall be trained by the Contractor in test administration. Appropriate security procedures shall be followed for test administration and storage of TABE test booklets.

#### 11. Student Placement

- a. Appropriate procedures shall be developed for student placement in all programs according to education criteria.
- b. Procedures shall be used for the identification and placement of Offenders into the educational programs consistent with the Department ITP process. Placement of Offenders into academic educational programs shall be as follows:
  - 1) All highest priority Offenders (ITP Priority 3);
  - 2) If all ITP Priority 3 Offenders are placed in educational programs, all next priority level (ITP Priority 2) shall be placed; and
  - 3) If all ITP Priority 2 and 3 Offenders are placed in educational programs, all next priority level (ITP Priority 1) Offenders shall be placed.
- c. Placement procedures for vocational and pre-release programs shall be appropriate (as determined by the Department) so students can successfully accumulate skills and contact hours for completing the course.
- d. Placement in vocational programs will be based on an assessment of aptitude and interest.

#### 12. GED

- a. With approval from the Texas Education Agency GED Unit, the Contractor shall contract with a GED Chief Examiner to provide GED testing services every two (2) months or as appropriate (as determined by the Department) to accommodate testing needs of the student population.
- b. Only students who do not have a High School diploma from an accredited high school or a GED certificate shall be eligible to be GED tested.
- c. An Offender shall become eligible to GED test when the Offender has achieved the required scores in all EA sub-test areas.
- d. Examiner to student ratio for GED test sessions shall be that as determined by GED Testing Services (GEDTS) and not WSD.
- e. Staff administering GED test shall be trained by the Contractor in test administration. Appropriate security procedures shall be followed for test administration and storage of GED test booklets.

- f. GED test scores shall be updated on the Department's mainframe computer within five (5) working days of receipt of the scores.
- g. All practices regarding GED, GED eligibility (for first time testers and re-testers), and GED test security shall comply with the policies and practices set forth in the current edition of the WSD GED Test Manual. This manual is available from TDCJ-PFCMOD.
- h. Exceptions to the above requirement are as follows:
  - 1) The Facility shall not impose additional exclusionary standards (e.g., GED pre-tests) in order to determine GED eligibility for first (1<sup>st</sup>) time testers;
  - 2) Any procedure outlined in the above referenced manual that requires computer processing is not applicable to the use of a specific form only; and
    - The requirement for this process identified in these references remains the responsibility of the Contractor to produce. For example, GED Test Administration Logs routinely accessible to WSD are not available to privately operated facilities in the same fashion.
    - The Contractor shall provide a GED Test Administration Log that meets the same requirements as those used by WSD.

### 13. Counseling

- a. Student counseling services to augment and support the instructional program shall be provided by a full-time counselor.
- b. Educational orientations shall be provided for all newly arrived Offenders.
- c. Information on test taking skills shall be provided to all students.
- d. Achievement, language proficiency, GED and vocational testing shall be appropriately (as determined by the Department) coordinated.
- e. Students shall be placed in academic classes based, in part on their achievement battery and grouped according to their functional level, where possible.
- f. Individual and/or group counseling addressing values, self-esteem, goals, manners, rules, etc. shall be provided.

## C. Personnel

### 1. Training

- a. All professional education staff shall complete training as specified in Section C.4.1.
- b. The Contractor shall maintain documentation of the completion of Pre-Service and in-service training in the employee's personnel file and, upon request, make this documentation available to the Department and WSD staff.

## 2. Evaluation

The Contractor shall evaluate professional staff systematically at least annually and use the evaluation data to improve program effectiveness. The evaluation instrument shall address the educational, instructional and professional development of the professional staff.

## 3. Substitute Teachers

- a. Facility shall utilize qualified, Substitute Teachers (as defined by the Department/WSD) as needed to provide continual educational services to the Offender population.
- b. Substitute Teachers shall have a high school diploma or GED.
- c. The Contractor staff, identified in the PCN List, may serve as Substitute Teachers only for periods of time when they are not regularly scheduled to work regardless of whether their job description includes this function.
- d. Classes cannot be combined or class schedules adjusted in the absence of a teacher to avoid having to hire a Substitute Teacher.
- e. The Contractor shall not include Substitute Teachers in the Staffing Plan (Exhibit J.1).
- f. The Contractor shall submit the following reports, accurately by the fifth (5<sup>th</sup>) working day of the month, to the TDCJ-PFCMOD Director or designee:
  - 1) Education Services Report; and
  - 2) Education Services Approved Instructor and Substitute Log.

**Note:** The above reports must be submitted in signed format as well as electronically in Microsoft Excel® format.

## 4. Staffing Certification Requirements

- a. Certification requirements for directors, teachers (excluding vocational teachers), counselors and supervisors must be verified and approved by TDCJ-PFCMOD.
- b. Vocational teachers must possess a bachelor's degree from an accredited college or university and three (3) years full-time, wage-earning experience, within the last eight (8) years, in the subject content area of assignment, or a high school diploma from an accredited high school, or hold a GED equivalent, and five (5) years full-time, wage-earning experience within the last eight (8) years, in the subject content area of assignment. Work experience must be verified by a History of Qualifications (HOQ) and approved by TDCJ-PFCMOD.
  - 1) For business computer courses (not computer maintenance), the teacher must have a bachelor's degree from an accredited college/university in business or computer science, or a bachelor's degree in any field and eighteen

(18) hours of business courses, and three (3) years full-time, wage-earning experience within the last eight (8) years.

- 2) For horticulture courses, the teacher must have a bachelor's degree in agriculture from an accredited college or university and three (3) years full-time, wage-earning experience in horticulture within the last eight (8) years.
- 3) For landscape design, construction and maintenance courses, the teacher must have a bachelor's degree in agriculture and have three (3) years full-time, wage-earning experience in landscape or a related field within the last eight (8) years.

#### 5. Student Records

- a. Daily attendance records are maintained for each class. The Facility compiles and maintains both monthly and yearly totals of contact hours.
- b. Student Participation Records (SPRs) are maintained showing: date of enrollment, drop date, and certificates earned for each class.
- c. EA scores and GED results for individual students are maintained and posted in a timely manner.
- d. Analysis of test results is performed on a regular basis to monitor student progress and evaluate programs.
- e. Offender education claims shall be entered on the Education and Incarceration (EDIC) assessment screen using the specific user ID login provided by TDCJ-PFCMOD. Updates to the Department databases shall be accurate, timely and consistent with methods utilized by WSD.
- f. Offender education claims shall be verified and results shall be posted within one (1) week of receiving results.

#### 6. Performance Goals

- a. Seventy percent (70%) or more of vocational participants will earn certificates of completion.
- b. Seventy percent (70%) or more of pre-release participants will earn certificates of completion.
- c. The Contractor shall not exceed a maximum student/teacher ratio of twenty-eight to one (28:1).
- d. The Contractor shall develop and submit to TDCJ-PFCMOD for approval, an annual performance report within ninety (90) Days of the completion of each school year that includes:
  - 1) Unit Profile;
  - 2) Education Department Profile;

- 3) Education Department Staffing Plan;
  - 4) Program Offering Description(s);
  - 5) Student Performance Measures:
    - Percent of students demonstrating appropriate gains of TABE test
    - GED information
    - Number of students tested
    - Number of students completing GED;
  - 6) Library Report;
  - 7) Needs Assessment Survey and Survey Results;
    - Offender
    - Faculty/Staff
    - Program
  - 8) Annual Professional Development Activities and Hours; and
  - 9) Plans for Improvement.
- e. Students shall participate at least three (3) hours per day, five (5) days per week in assigned educational program(s).
  - f. Facility shall maintain attendance at ninety-two percent (92%) of the scheduled attendance.

#### **C.4.9 Health Services**

- A. The Department will contract with the Department's Health Care Provider(s) to provide complete health care services including medical, dental, mental health, pharmaceutical, medical records, emergency care and sick call services for Offenders assigned to the Facility.
- B. The Contractor shall be responsible for working cooperatively with the contracted health care staff to ensure the effective operation of the health care program at the Facility.
- C. The Department Division Director for Health Services will be the final authority in the event of a disagreement relating to the delivery of health care services between the Contractor and health care staff.
- D. The Contractor shall be responsible for providing security, general housekeeping and Facility maintenance in the medical area of the Facility.



- E. The Contractor shall also be responsible for providing security for any Offender admitted to a free-world hospital for the duration of the Offender's hospitalization.
- F. The accepted form of written notification of an Offender's hospitalization is to be via the Department's Mainframe Email.
  - 1. In the event an Offender requires emergent or urgent admission to a Tertiary Care Facility, the Facility must immediately inform TDCJ-PFCMOD and submit notification via the Department's Mainframe Email to the following: the Health Services Liaison at terminal HSLIAISON, the Transportation Office at HQTN001 and the Classification and Records Department at CLASSMED. Messages shall be sent to the above terminals twenty-four (24) hours a Day.
  - 2. The Offender's name, TDCJ number, Facility name, admitting diagnosis, sending and accepting physician, destination, means of transportation, and time of hospital admission must be included in the Mainframe Email.
- G. All free-world hospital transfers shall be included in the Facility Contractor's Midnight Strength Report for any midnight during which the Contractor is providing security for the Offender.
- H. In the event that an Offender is transferred to the Facility and is considered by the Facility physician or medical director to be medically, physically, or mentally inappropriate to be incarcerated in the Facility, the office of the TDCJ Health Services Liaison may be contacted for request and consideration of reassignment of the Offender to the Department.

#### **C.4.10 Recreation**

- A. The Contractor shall provide a recreation program that complies with all the Department Recreation Policies.
- B. If the recreation program includes a craft shop, it shall be operated in compliance with Department Policy to include craft sales processing.
- C. The Contractor shall provide adequate physical facilities (inside and outside), equipment, and supplies for a recreation program that comply with Department Policy.
- D. The Contractor shall provide a detailed Recreation Schedule, apart from the Building Schedule (Section C.4.22) in accordance with Department Policy.
- E. The Contractor shall provide the following information regarding television and FM radio systems:
  - 1. Whether TV and FM signals will be provided by a cable company or by other means and the estimated monthly cost associated with these services.
  - 2. The network and channel select programming that will be provided. The network and channel selection must be approved by TDCJ-PFCMOD.
  - 3. Television set-up methods in the dayrooms.

**C.4.11 Legal**

- A. In order to ensure that Offenders are afforded their constitutional right of access to state and federal courts, to legal counsel and to public officials and agencies, the Contractor shall provide all services and supplies required by Department Policy.
- B. The Contractor shall provide space for and access to a legal library containing all resources necessary to meet all requirements as outlined in the Department's Uniform Offender Access to Courts, Counsel and Public Officials Rules.

**C.4.12 Visitation**

- A. The Contractor shall provide all space, furniture, equipment, and supervision necessary to implement a visitation program that meets all Department Policies and the Department Visitation Plan.
- B. The Duty Warden shall be the Senior Warden, Assistant Warden(s), Chief of Security, Major or equivalent of any of these positions. A Facility not staffed with an Assistant Warden may request to utilize a position equivalent to a Captain as Duty Warden.
- C. The Duty Warden shall be designated as the Family Liaison Officer.
- D. The Family Liaison Officer shall be physically located on the Facility during all hours of visitation.

**C.4.13 Commissary**

- A. The Contractor shall operate a commissary program that shall supply those items identified in the Commissary and Trust Fund Department's Master List to Offenders at the Facility.
- B. All revenue derived from the unit commissary shall be reported and expended pursuant to Department Policy and Section C.4.30 of this Contract. The Contractor shall not expend any funds from the commissary revenue without the prior written approval of the TDCJ-PFCMOD Director or designee. Such written approval shall be in the format and frequency as determined by the TDCJ-PFCMOD Director or designee.
- C. The Department commissary employees are paid according to the Classification Schedule and are non-exempt from the overtime provisions of the Fair Labor Standards Act, as amended; therefore, commissary personnel receive overtime. The Contractor shall follow the same employee Classification Schedule for its commissary personnel.
- D. Commissary employee's salaries are paid from commissary receipts. Their salaries and fringe benefits shall not be calculated in the Contractor's per diem cost calculation.
- E. Commissary employees shall not engage in other employee or business activities that may constitute a conflict of interest with commissary duties.
- F. The Contractor shall become a party to the Department Commissary System utilizing the Department Point-of-Sale and Offender Trust Fund systems.

- G. The Contractor shall dispose of any merchandise in possession of an Offender, which is considered contraband by the Department, in accordance with Department Policy, prior to Offender's return to a Department Unit.
- H. All machinery, equipment, furniture, and other items of tangible personal property that are purchased with the commissary revenue shall become the property of the Department and shall remain on the Facility and shall be jointly inventoried by the Contractor, the Department and the subsequent contractor, if necessary.

#### **C.4.14 Pest Control**

The Contractor shall, at its expense, provide pest control treatments at the Facility. The pest control treatment schedule, at a minimum, shall include the following:

- A. Food Services Department and Commissary: Thirty (30) Day intervals.
- B. All other non-food handling areas: Ninety (90) Day intervals.

#### **C.4.15 Maintenance, Remodeling, Damages, and Condemnation**

The Contractor shall at its expense, establish, document, and implement a maintenance program which maintains the physical structure of the Facility and all tangible personal property contained therein, including all maintenance related to structural conditions or defects as well as ordinary routine maintenance. The Facility and all State-Owned Equipment shall be maintained, preserved, and kept in good repair, working order and condition. The Facility and such equipment shall meet or exceed original specifications, subject to normal wear and tear, in accordance with the performance objectives described in the maintenance program controls, to include those identified by self-monitoring, Department reviews, and/or inspections.

- A. During the Contract Term and except as provided herein for repair or replacement of equipment, the Department shall have no responsibility, financial or otherwise, with respect to the maintenance of the Facility. Maintenance of the Facility shall be the sole responsibility of the Contractor.
- B. The Contractor, at its expense, shall maintain one (1) State-Owned computer and printer meeting the minimum specifications as defined by the Department, for the sole purpose of supporting maintenance operations.
  - 1. This computer and printer shall be installed according to the Department's requirements by Department personnel with software provided by the Department.
  - 2. All software and licenses shall remain the property of the Department.
  - 3. This computer and printer shall neither be loaded, altered, configured nor used for any other purpose without the specific authorization of the Department.
  - 4. Any required upgrades, replacements or repairs to this computer or printer shall be the responsibility of the Contractor.
  - 5. Upgrades to or replacement of this computer, printer or software shall meet or exceed the specifications of the Department's maintenance computers and printers; and, if

replaced, shall become an item of State-Owned Equipment, remaining on the Facility at expiration of the Contract.

6. The Contractor shall be responsible for all travel and lodging expenses for maintenance staff to attend the Department provided training for maintenance operations.
- C. The Contractor shall have the authority, with prior written approval by the Department, to remodel the Facility or make substitutions, alterations, additions, modifications and improvements to the Facility.
1. The cost of such remodeling, substitutions, alterations, additions, modifications and improvements shall be paid by the Contractor, unless the Department has agreed in writing to reimburse the Contractor for those costs. Such remodeling, substitutions, alterations, additions, modifications and improvements shall become part of the Facility.
  2. Where required by the Department, the design and construction of remodeling, substitutions, alterations, additions, modifications and improvements shall be accomplished in accordance with the Texas Engineering Practice Act and the Texas Board of Architectural Examiners.
  3. Additionally, when required by the Department, the engineering plans, specifications, and estimates shall be prepared by, and the engineering construction, shall be executed under the direct supervision of a State of Texas Registered Professional Engineer.
- D. Promptly after the occurrence of any damage to or loss of a Facility that materially affects the continued operation of such Facility, the Contractor shall notify the Department in writing of such loss or damage.
1. The Department and the Contractor shall jointly assess the nature and extent of such damage or loss and, as soon as practicable thereafter, determine whether it is practicable and desirable to rebuild, repair or restore such damage or loss.
  2. If the Department and the Contractor determine that such rebuilding, repairing or restoring is practicable and desirable, the Contractor shall proceed with such rebuilding, repairing or restoring and upon the completion thereof, such rebuilding, repairing or restoration shall thereupon become part of the Facility.
  3. In such case, any insurance proceeds received in respect of such damage or loss shall be used for payment of, or reimbursement for, the costs of such rebuilding, repairing or restoring. In the event such insurance proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, and the Contractor and the Department determine to repair, rebuild or restore the Facility, the Contractor shall pay from its own moneys that portion of the costs thereof in excess of such proceeds.
  4. If the Department and the Contractor determine not to rebuild, repair or restore the Facility, then this Contract shall terminate with respect to such Facility thirty (30) Days after such determination.

- E. In the event that title to or the temporary use of a facility, or any part thereof, shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, promptly after such condemnation or exercise of the power of eminent domain, the Department and the Contractor shall jointly determine whether to restore or replace the Facility.
1. If the Department and the Contractor elect to restore or replace the Facility, the Contractor shall proceed with such restoration or replacement, and such restoration or replacement shall become part of the Facility.
  2. In such case, any proceeds received from any award or awards in respect of the Facility or any part thereof made in such condemnation or eminent domain proceedings, after payment of all expenses incurred in the collection thereof, shall be for payment of, or reimbursement for, the costs of such restoration or replacement.
  3. If the Contractor and the Department determine not to restore or replace the Facility, then this Contract shall terminate with respect to such Facility thirty (30) Days after such determination.
- F. The Contractor may, with prior written approval by the Department and after the Services Commencement Date, at its own expense, install machinery, equipment, and other personal property on the Facility, which may be attached or affixed to the Facility.
1. All such machinery, equipment, and other personal property, other than any State-Owned Equipment, shall remain the sole property of the Contractor.
  2. The Contractor may remove the same from the Facility at any time, in its sole discretion and at its own expense, provided, that any damage to the Facility resulting from any removal pursuant to this Section shall be repaired to its original condition by the Contractor at its expense.
  3. The Contractor shall identify to the Department and keep separately inventoried all machinery and equipment that is ancillary to or supplemental to, but not an integral part of State-Owned Equipment, which is purchased by the Contractor. Such ancillary or supplemental machinery and equipment shall remain the property of the Contractor and shall be removable by the Contractor provided that such removal does not impair the operation of the State-Owned Equipment to which it had been ancillary or supplemental.
- G. The Contractor shall maintain an inventory of all State-Owned Equipment.
1. Such inventory shall include the manufacturer, model number, serial number, purchase cost and assigned identification number and location.
  2. All State-Owned Equipment shall remain part of the Facility and may not be removed from the Facility without prior written approval from the Department.
  3. The Department and the Contractor shall be entitled to conduct an inventory of all State-Owned Equipment prior to the Service Commencement Date. The Department shall be entitled to conduct periodic inventories of State-Owned Equipment throughout the Contract Term.

4. The Contractor shall conduct an annual inventory of all State-Owned Equipment as scheduled by the Department and submit a report to the TDCJ-PFCMOD upon completion. The Contractor shall cooperate with the Department in its conducting of all inventories of State-Owned Equipment.
- H. The Contractor shall, at its expense, repair any item of the Facility's infrastructure or State-Owned Equipment, within thirty (30) Days from the date of discovery, when the repair cost is \$25,000.00 or less.

The Contractor shall, at its expense, be responsible for the replacement cost of any item of the Facility's infrastructure or State-Owned Equipment that is inoperable beyond repair, within thirty (30) Days from the date of discovery, with equipment having like functional ability, life expectancy and quality as determined by the Department when the replacement cost is \$25,000.00 or less. The Contractor shall obtain the Department's approval prior to the replacement of any item the Facility's infrastructure or State-Owned Equipment.

1. Compliance with this Contract provision can be accomplished only with the repair or replacement completed within the required thirty (30) Day period. Non-compliance could result in the Department purchasing or repairing an item of the Facility's infrastructure, equipment or system and withholding the cost from the Monthly Contractor Payment.
  2. Actions such as submitting a purchase order, requesting purchase approval from corporate headquarters or the addition to a budget request for subsequent purchase, etc. do not constitute compliance with this thirty (30) Day requirement.
  3. The Department reserves the right to inspect and accept any work associated with the installation of a replacement item of the Facility's infrastructure or State-Owned Equipment. The Contractor is required to correct all deficiencies identified by the Department and to obtain acceptance of the work by the Department.
  4. Equipment replacement cost will be determined by "Current Market Price Replacement Cost" as decided by the Department. Such replacement equipment shall be added to the inventory.
  5. The Department shall be notified in writing each time that an item of State-Owned Equipment is replaced. Such notification must include all pertinent information (including a copy of the purchase receipt showing purchase cost, manufacturer, model number, and serial number and assigned identification number) for the replaced item.
  6. Unless instructed differently by the Department, the Contractor shall dispose of inoperable equipment replaced by the Contractor per Department Policy.
  7. Department Policy shall be followed in reporting State-Owned Equipment that has been lost, stolen or destroyed.
- I. For the replacement cost of any item of the Facility's infrastructure or State-Owned Equipment that is inoperable beyond repair with a replacement cost over \$25,000.00, the Contractor shall be responsible for the initial \$25,000.00 and the Department is responsible for any amount above \$25,000.00. The replacement equipment shall have

like functional ability, life expectancy and quality as determined by the Department. Such infrastructure items include but are not limited to State-Owned Equipment such as water heaters, electrical panels, commodes, individual surveillance cameras, door locks, fire alarm, computer network, etc.

1. The Contractor shall submit a Major Work Request (MWR), along with three (3) quotes/bids to the TDCJ-PFCMOD. The Department retains final decision authority in the selection of the quote.
2. Equipment shall be properly maintained by the Contractor. The Contractor shall be responsible for all repairs and/or replacement costs for equipment that result from improper preventative maintenance or lack of corrective maintenance as determined by the Department.
3. The Department retains final decision authority regarding the Contractor responsibility for the Facility's infrastructure and State-Owned Equipment.

#### **C.4.16 Risk Management**

- A. The Contractor shall operate and maintain the Facility in compliance with all applicable federal, state and local safety and fire codes, and Department Policies relative to risk management and Americans with Disability Act Standards.
- B. The Contractor shall establish a risk management program that shall include, but is not limited to occupational safety and health, environmental and emergency management.
- C. The Contractor shall designate an Alternate Risk Manager to perform required duties for the Facility during the absence of the Risk Manager.
- D. The Contractor shall report, verbally, followed by email notification, serious and/or unusual incidents to the Department immediately and upon learning of the event.
- E. The Contractor shall complete injury and other types of reports in the format and within time frames established by the Department.
- F. The Contractor shall submit a monthly report listing all serious and/or unusual incidents as part of the monthly operation reports.

#### **C.4.17 Utilities**

The Contractor shall be responsible for all utility arrangements and estimating the cost for electricity, natural gas, water, etc. Consumption and cost information shall be shared with the Department as an ongoing operational program as required. Historical information on utility cost is provided in the Offeror's Technical Information Packet. See Section L.9 for instructions on obtaining a packet.

#### **C.4.18 Chaplaincy and Volunteer Services**

The Contractor shall provide and operate Chaplaincy and Volunteer Services in compliance with Department Policies. The Contractor shall provide a description of the Chaplaincy program.

**C.4.19 Spanish Language Assistance**

The Contractor shall provide either qualified Spanish language interpreters or a third party recognized language service to provide assistance to eligible Offenders in accordance with Department Policy.

**C.4.20 Offender Grievance Procedure**

The Contractor shall provide necessary resources and shall implement the Department's Offender Grievance Procedure in accordance with Department Policy.

**C.4.21 Programmatic Activities**

- A. The Contractor shall implement programmatic activities to include full-time work, academic, vocational, OJT and supervised intramural activities in accordance with Department Policies.
- B. The Contractor shall describe each programmatic activity to be provided to Offenders.

**C.4.22 Security**

- A. The Contractor shall adequately secure buildings and provide other security equipment necessary to maintain control of assigned Offenders.
- B. The Contractor shall be responsible for the physical custody of all assigned Offenders at all locations where these Offenders are permitted as defined by the terms of this Contract.
- C. The Contractor shall provide reimbursement to the Department for costs incurred by the Department in the event of escape(s) or other extraordinary events at the Facility or from any location where the Contractor is responsible for the Offender. Estimated costs shall not be used for reimbursement. The costs to be reimbursed shall include but not be limited to:
  - 1. Authorized uniformed officers provided by the Department;
  - 2. Costs related to the use of authorized personnel from the Office of the Inspector General;
  - 3. Costs for the handlers of tracking dogs; or
  - 4. All necessary and related expenses to support the staff authorized to be on the scene and to protect public safety (i.e., wire taps, excessive mileage, excessive cell phone bills, etc.).
- D. The Contractor shall ensure all areas adjacent to the perimeter are visible under all conditions or monitored on a regular basis by perimeter patrol.
- E. The Contractor shall provide an emergency procedures/security manual for confidential use by staff supervisors employed by the Contractor that meets requirements in the Department's Emergency Procedures (Volume IV of the Department's Security Manual). The temporary evacuation of Offenders shall be included in Section 8 (Mass Evacuation) of the Contractor's plan as well as acknowledgement by the Contractor to comply with



“real time” Department instructions associated with such an evacuation (i.e., Contractor responsibilities for staff assistance, Offender supplies/support, Offender transportation, etc.).

- F. The Contractor shall provide a comprehensive Building Schedule, which includes recreation, in accordance with Department Policy.

#### **C.4.23 Disciplinary Rules and Regulations**

The Contractor shall operate an Offender disciplinary process in compliance with Department Policy.

#### **C.4.24 Good Time**

The Contractor shall make reports of disciplinary violations and good behavior to the Department. The Department shall have the sole right to make all final decisions for award and forfeiture of good time.

#### **C.4.25 Self-Monitoring**

- A. The Contractor shall conduct self-monitoring, utilizing a comprehensive self-monitoring plan providing for both continuous Facility-level self-monitoring and quarterly Corporate-level self-monitoring.
- B. The Contractor shall designate an employee as the staff member responsible for continuous Facility self-monitoring and provide a description of reporting procedures for Facility self-monitoring including frequency and subject matter. Copies of the Facility self-monitoring reports shall be retained on the Facility and available, upon request, to Department staff.
- C. The Contractor shall also provide a description of reporting procedures for corporate quarterly Facility self-monitoring by the Authorized Representative's designees. Additionally, the Contractor shall ensure that copies of corporate quarterly self-monitoring reports shall be submitted to the TDCJ-PFCMOD Director or designee on a quarterly basis.

#### **C.4.26 Drug Testing**

The Contractor shall conduct quarterly drug testing for all assigned Offenders in compliance with Department Policy.

#### **C.4.27 Individualized Treatment Plans (ITP)**

The Contractor shall be responsible for ensuring an ITP is reviewed and/or completed for each Offender in compliance with Department Policy.

#### **C.4.28 Mail**

The Contractor shall receive, process and deliver Offender mail in accordance with Department Policy.

**C.4.29 Community Work Projects and Public Service Programs**

- A. The Contractor shall participate in or establish Community Work Projects and/or Public Service Programs in compliance with Department Policy.
- B. All community work and public service projects, regardless of duration, require prior approval by the TDCJ-PFCMOD Director or designee. (Department Project Agreement Forms).

**C.4.30 Facility Generated Income**

- A. The expenditure of and accounting for all Facility Generated Income to include, but not limited to, commissaries and telephones shall be in accordance with Department Policy.
- B. All Facility Generated Income, which is not submitted directly to the Department, shall be maintained in a checking account that is insured by the FDIC and is designated specifically for this revenue. Unless otherwise mandated, these funds shall be deposited in accordance with Department Policy. Each method of income producing revenue shall be tracked separately. A copy of the account bank statement will be forwarded to TDCJ-PFCMOD on a monthly basis.
- C. All telephone revenue that is submitted directly to the TDCJ Cashier's Office shall be submitted monthly from the subcontracted vendor providing telephone services to the Contractor. In addition to the check, a completed Revenue Identification Form (Exhibit J.12) shall be included with this payment. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD.
- D. All funds in excess of the federally insured amount of the account must be immediately forwarded to the TDCJ Cashier's Office with a copy of the monthly bank statement and a completed Revenue Identification Form, which is included as Exhibit J.12. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. At no time will an account exceed the amount that is federally insured.
- E. The Texas Workforce Commission (TWC), Business Enterprises of Texas (BET), shall be responsible for all vending machines located on the Facility. The Contractor shall not have access to revenue generated from the vending machines.
- F. All found/confiscated money shall be forwarded to the TDCJ Cashier's Office in accordance with Department Policy. In addition to the check or money order, a completed Revenue Identification Form shall be included to document the type of financial transaction. A copy of this check or money order shall also be forwarded to TDCJ-PFCMOD.
- G. All Facility Generated Income expenditures by the Contractor shall receive prior written approval in the format and frequency determined by TDCJ-PFCMOD. The Contractor shall reimburse the Department for all expenditures from Facility generated revenue for which prior approval from the Department was not obtained.
- H. The Department reserves the right to utilize Facility Generated Income for the benefit of the Facility.

- I. Balances in all account(s) shall be returned to the TDCJ Cashier's Office, along with a completed Revenue Identification Form, at the end of each Fiscal Year (August 31<sup>st</sup>) or at the expiration or termination of this Contract. A copy of this check, with the above supporting documentation, shall also be forwarded to TDCJ-PFCMOD. The TDCJ Cashier's Office must be in receipt of these funds no later than forty-five (45) Days following the above dates.

#### **C.5 ACCESS TO PREMISES/PERSONAL IDENTIFICATION**

The Contractor is responsible for expenses of employee identification cards and shall submit a prototype employee identification card for Department approval. The Contractor employee identification card shall incorporate security features that cannot readily be replicated in the program or commercially. Identification procedures for employees and visitors are to be established in accordance with Departmental Policy.

#### **C.6 USE OF FORCE**

- A. Force may be used to achieve the compliance of an Offender or to maintain a safe and secure environment for Offenders and staff, only to the extent necessary to gain compliance and as described in the Department's Use of Force Plan.
- B. All uses of force on Offenders and the reporting and documentation of uses of force shall be in accordance with the Department's Use of Force Plan to include accurate and complete reporting of all uses of force as well as correcting errors identified by the TDCJ-PFCMOD (Regional-Level) Use of Force Reviewer and/or the Department Administrative Monitor for Use of Force.
- C. For purposes of this Section, the Contractor's employees include the employees and agents of any independent contractor subcontracted by the Contractor who are performing security duties or functions. Only these Contractor employees shall have authority to use force on Offenders.
- D. Designated Contractor employees shall be trained to utilize use of force equipment approved by the Department. Only appropriately trained Contractor employees shall be authorized to carry and use firearms.
- E. Should a violation of the Department's Use of Force Plan occur by the Contractor's employee(s), the Contractor shall take immediate action acceptable to the Department.

#### **C.7 DEPARTMENT FURNISHED ITEMS/FACILITIES**

##### **C.7.1 Facility**

The Department shall make the Facility available to the Contractor for performance of its Services under this Contract.

##### **C.7.2 Department Policies and Procedures**

The Department shall provide guidance to the Contractor in establishing approved remote access to Department Policies, operational procedures, plans and manuals as well as changes to said policies, operational procedures, plans and manuals. The Contractor shall be provided with an initial copy of Department Policies, operational procedures, plans and manuals;

however, the Contractor shall be responsible for all costs associated in obtaining additional replacement copies of these policies and procedures.

#### **C.8 ACA ACCREDITATION**

- A. If the award of this Contract is to a Contractor other than the current Contractor, the Contractor shall obtain ACA accreditation for the Facility within eighteen (18) months of the Service Commencement Date. The Contractor shall maintain compliance with all applicable ACA standards and ACA accreditation at all times thereafter.
- B. If the current Contractor is awarded this Contract, ACA accreditation shall be maintained at all times.
- C. All accreditation fees shall be the Contractor's responsibility.
- D. The Contractor shall, immediately upon receipt, provide a copy of the initial ACA Accreditation Report to TDCJ-PFCMOD.
- E. Upon completion of the ACA Accreditation Hearing, the Contractor shall provide a copy of the final ACA Report to TDCJ-PFCMOD.
- F. Upon ACA accreditation, the Contractor shall provide a copy of their certificate to TDCJ-PFCMOD.

#### **C.9 PRISON RAPE ELIMINATION ACT (PREA)**

- A. The Contractor shall comply with the Prison Rape Elimination Act (PREA) Standards for Adult Prisons and Jails and report any Offender sexual assault or sexual harassment to TDCJ-PFCMOD and in accordance with Department Policy.
- B. The Department designated Contract Monitor will monitor the Facility to ensure the Contractor is compliant with the PREA Standards for Adult Prisons and Jails.

#### **C.10 DEPARTMENT DESIGNATED STAFF**

- A. The Department shall designate a Contract Monitor (Section G.2.3) to review all administrative and programmatic requirements of this Contract.
- B. The Contractor shall provide, at its own expense, a separately keyed private and secure office(s) in the Administrative Building/Area of the Facility for the Contract Monitor that meets the Department's Office of Space Management requirements (i.e., one hundred (100) square feet per Contract Monitor).
- C. The Contractor shall provide all furniture, office equipment, office supplies, dedicated telephone and fax line, fax machine, telephone, answering machine, and printer/scanner combination meeting the Department specifications as defined by TDCJ-PFCMOD and mainframe computer connection for the Contract Monitor at the Contractor's cost.
- D. The Contract Monitor shall be a full time employee of the Department and the Contractor will exercise no control over the Monitor. The Contract Monitor shall exercise no control over the daily operation of the Facility.

**C.11 DEPARTMENT RECORDS**

- A. Upon conclusion of this Contract, including management transition to the Department or another contractor, the complete certified set of Offender records, files and logs as specified in Exhibit J.6 will revert to the Department, be retained by the current Contractor, or transition to the new contractor.
- B. Offender records shall be labeled in a manner satisfactory to the Department as well as organized and retained in the original folder. The Contractor shall comply with additional instructions pertaining to Department records as detailed in Section H.9 of this Contract.
- C. The Department reserves the right to supervise the records preservation, boxing, labeling and movement to a secure, separately keyed and locked area on the Facility until the management transition is complete.
- D. In the event the Contractor requires copies of any records after conclusion of the Contract or Contract expiration and Facility management transition, the Department shall furnish copies to the Contractor at the Contractor's expense.
- E. Records shall be maintained in accordance with the Department Records Retention Schedule.

**SECTION D – RESERVED FOR FUTURE USE**

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 INSPECTION OF SERVICES

- A. The Department and other Government regulatory agencies have the right to inspect and test all Services called for by this Contract, to the extent practicable at all times and places during the Contract Term. The Department shall perform inspections in a manner that will not unduly interfere with the Contractor's operation of the Facility. The Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties
- B. From time to time the Department shall, subject to limitations provided by law with respect to rights of privacy, have the right to reasonably prompt access and to examine all records of the Contractor related specifically to the Facility, including financial records, maintenance records, employee records including time and attendance records, and Offender records generated by the Contractor and its subcontractors in connection with performance of this Contract.
- C. If subject to the outcome of an audit or inspection, it is determined that the Contractor is in non-compliance with any provisions of this Contract and/or that money is owed to the Department by the Contractor, then the Department may exercise its rights of recovery of money owed as authorized in Section G.4.8 of this Contract.
  - 1. If any of the Services are non-compliant with the Contract requirements, as identified by the Department, the Contractor shall be notified describing specific areas of non-compliance. The Contractor shall have a twenty (20) day period to file a written response detailing corrective action taken to all such items of non-compliance. The response must include supporting documentation which verifies execution of corrective action(s) taken. Unless otherwise specified, or previously agreed to by the Department, the submission of a corrective action plan shall not be accepted as corrective action. For all items of non-compliance satisfactorily resolved by agreement between the Contractor and the Department, no further action regarding such items shall be taken. Any areas of non-compliance shall be corrected within twenty (20) Days or by the date of the Department approved extension, excluding Division Level Operational Reviews conducted by the TDCJ Administrative Review and Risk Management (ARRM) Division.
  - 2. The Contractor shall correct all areas identified as non-compliant in a TDCJ Division Level Operational Review immediately. It is the expectation of the Department that all areas previously identified as non-compliant are corrected by the date of the TDCJ Follow-Up Operational Review.
  - 3. If any of the Services are non-compliant with the Contract requirements, as identified by a Government regulatory agency, the Contractor must resolve all items identified as non-compliant by the deadline established by the agency.

**E.2 INSPECTION OF FACILITIES**

- A. The Contractor shall provide and maintain an inspection system acceptable to the Department covering the Facilities and work called for by this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Department during Contract performance and for as long afterwards as the Contract requires.
- B. The Contractor shall provide entry at all times by the TBCJ and the Department's authorized employees/agents for inspections and other official purposes. The Governor, members of the Legislature and all other members of the Executive and Judicial Departments of the State, as well as any other Persons designated by the Department including Office of the Inspector General, shall be admitted into the Facility at any time.

**E.3 MONITORING CRITERIA**

- A. The Department shall devise its own procedures for monitoring the quality of the Contractor's performance under this Contract, and Department Policies.
- B. The Contractor shall cooperate fully with the Department in obtaining the requisite information needed to complete such audits and to assess the quality of the Contractor's performance.
- C. Monitoring may include, but is not limited to, document reviews and on-site audits conducted by Authorized Representatives of the Department. Such monitoring by the Department shall not relieve the Contractor of any of its obligations under this Contract.
- D. The Contract Monitor and other Department staff shall provide written findings regarding non-compliant conditions, processes, procedures or operations implemented at the Facility, and observations that could, if not addressed by the Contractor, become an item of non-compliance as described in Section E.1.

**E.4 AUTHORITY TO AUDIT**

- A. The Contractor understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.
- B. The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.
- C. The Contractor shall reimburse the State of Texas for all costs associated with enforcing this provision.
- D. See Section H.9, Books and Records, concerning record retention.



**E.5 AUDITS BY OTHER AGENCIES**

Upon receipt of audits or inspections pertaining to Services under this Contract that are conducted by agencies or entities other than the Department, the Contractor shall provide copies thereof to the Department within thirty (30) Days. The Contractor shall provide to the Department copies of responses to audits and/or inspections within seven (7) Days of issuance. Audits or inspections may include allegations or complaints involving program operations or the Contractor and its employees (including consultants, independent contractors and their employees and agents and volunteer workers).

**E.6 FRAUD, WASTE OR ABUSE**

- A. In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds.
- B. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at [www.sao.texas.gov](http://www.sao.texas.gov). It can also be reported to the TDCJ Office of the Inspector General at 1-866-372-8329, the TDCJ Internal Audit Division at 512-406-5935, or Crime Stoppers at 1-800-832-8477.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 CONTRACT TERM**

The Contract will consist of a Base Period of two (2) years (September 1, 2017 through August 31, 2019) and two (2) two (2) year renewal Option Periods (September 1, 2019 through August 31, 2021 and September 1, 2021 through August 31, 2023).

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 CLAUSES INCORPORATED BY REFERENCE**

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contract Specialist will make their full text available.

Texas Government Code, Chapter 2251, Payment For Goods and Services.

**G.2 AUTHORITY – AUTHORIZED REPRESENTATIVE, CONTRACT SPECIALIST, CONTRACT MONITOR AND FACILITY ADMINISTRATOR****G.2.1 Authorized Representative**

- A. In the case of the Contractor, its President or any Vice President shall designate the Authorized Representative in writing. The designation of the Contractor's initial Authorized Representative shall be delivered to the Department no later than the effective date of this Contract. The Contractor's Authorized Representative may designate other Persons to assist such Authorized Representative in the performance of certain obligations required by this Contract.
- B. In the case of the Department, the Executive Director is hereby designated as its Authorized Representative. The TDCJ-PFCMOD Director has been designated as the Authorized Representative to act on behalf of the Executive Director on all matters pertaining to the population management of the Facility and compliance with this Contract. The Department's Authorized Representatives may designate other Persons to assist such Authorized Representatives in the performance of certain obligations of this Contract.
- C. At any time, any party may designate any Person as its Authorized Representative by delivering to the other party a written designation signed, if on behalf of the Contractor, by its President or any Vice President, or if on behalf of the Department, by the Executive Director. Such designations shall remain effective until new written instruments are filed with or such notice is given to the other party that such designations have been revoked.
- D. The Department's Authorized Representative (the Executive Director) is the only Person authorized to make or approve changes in any of the requirements of this Contract, and notwithstanding any clauses contained elsewhere in this Contract, the said authority remains solely with the Executive Director. In the event the Contractor makes any change at the direction of any Person other than the Executive Director, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any increase in cost incurred as a result thereof.

**G.2.2 Contract Specialist**

- A. The Contract Specialist for administration of this Contract is Reita Johnson.
- B. The telephone number for the Contract Specialist is (936) 437-7135.

- C. The facsimile number of the Contract Specialist is (325) 223-0310.
- D. The e-mail address of the Contract Specialist is reita.johnson@tdcj.texas.gov.
- E. The Contract Specialist is responsible for general administration of this Contract, negotiation of any changes and final issuance of written changes/modifications to this Contract. All requests by the Contractor to modify the Contract shall be made in writing to the TDCJ-PFCMOD, and a copy submitted to the Contract Specialist.

### **G.2.3 Contract Monitor**

- A. The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of the Executive Director of the Department or the State of Texas.
- B. The Contract Monitor does not have the authority to alter the Contractor's obligations or to change the Contract specifications, price, terms or conditions.
- C. If, as a result of technical discussions, it is desirable to modify Contract obligations or the statement of work, changes will be issued in writing and signed by the Executive Director of the Department.

### **G.2.4 Facility Administrator**

The Contractor shall provide a Facility Administrator for this Contract who shall be responsible for the overall management and coordination of this Contract and shall act as the central point of contact with the Department. The Facility Administrator shall have full authority to act for the Contractor in the performance of the required Services. The Facility Administrator or a designated representative shall meet with the Contract Monitor to discuss problems as they occur.

## **G.3 INVOICE REQUIREMENTS**

- A. The Contractor shall invoice the Department for each calendar month, one (1) calendar month in arrears for the amount due for Services, and the Department shall pay such invoice thirty (30) Days after receipt of an accurate Contractor's invoice and supporting documentation. The Contractor may offer prompt payment discount, for example, one percent (1%), 15 Days (refer to page 1, block 7 of the of the Solicitation, Offer and Award form) if the Contractor desires expedited Payment. Prompt payment discounts and payment terms must be stated on each invoice.
- B. The Contractor's Monthly Invoice shall include the following information:
  - 1. Name of business, remittance address, and invoice date;
  - 2. Contract number;
  - 3. Descriptions, price, and quantity of Services rendered;
  - 4. Daily census; and

5. Prompt payment discount.
- C. The Contractor's supporting documentation shall include the following information:
1. PVR;
  2. PCN Listing;
  3. Staff Overtime Report;
  4. Staff Statistics Report;
  5. Education Services Report; and
  6. Education Services Approved Instructor and Substitute Log.
- D. Original Monthly Invoices shall be submitted to the office designated below no later than the fifth (5<sup>th</sup>) working day after the end of the preceding month:
- TDCJ – Private Facility Contract Monitoring/Oversight Division  
Attention: Business Operations  
Two Financial Plaza, Suite 300  
Huntsville, TX 77340
- E. The Contractor shall have thirty (30) Days from receipt of payment to submit a request for consideration to review any discrepancies or inaccuracies.

#### **G.4 PAYMENTS**

- A. The Payment schedule shall be based on occupancy level determined by current Offender accounting procedures (Midnight Strength Report).
- B. Regardless as to whether Direct Deposit is chosen, upon Contract award the Contractor shall submit a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the following address:

Texas Department of Criminal Justice  
Accounts Payable  
P.O. Box 4018  
Huntsville, Texas 77342-4018

If the Contractor has previously submitted a completed Vendor Maintenance Direct Deposit and Substitute W-9 Form to the Department for another separate contract, another form is not required to be submitted.

The form and instructions can be found at the following link on the TDCJ website:  
[www.tdcj.texas.gov/divisions/finance/finance\\_acct\\_accts\\_pay.html](http://www.tdcj.texas.gov/divisions/finance/finance_acct_accts_pay.html).

In the event the Contractor elects to decline Direct Deposit on the Vendor Maintenance Direct Deposit and Substitute W-9 Form, the Payment will be mailed to the following remittance address:

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#### **G.4.1 Compensation for Additional Services**

- A. The Department recognizes that the Contractor has entered into this Contract and has offered to furnish the Services hereunder based upon the Department Policies in effect as of the date of this Contract.
- B. If there are changes in such Department Policies which changes are not as a result of changes in laws, government regulations or Court Orders generally applicable to the Department and which necessitate a change in the scope of Services furnished by the Contractor so as to increase the cost of operating and managing the Facility or performing other services contemplated in this Contract, then the Contractor may be provided extra compensation for the Additional Services required.
- C. The Contractor shall request in writing, together with such supporting documentation or information as the Department may reasonably request, the additional compensation the Contractor desires to offset the Contractor's increase in costs for furnishing the Additional Services because of such change in Department Policies.
- D. The parties shall make a good faith effort to mutually agree on the cost adjustment prior to the implementation of the new policy at the Facility, unless implementation of new policy is required immediately due to security or public safety issues.
- E. If mutual agreement is not reached within thirty (30) Days, the Contractor shall implement the new policy, with both parties continuing negotiations until such time as a mutual agreement is reached or sixty (60) Days has lapsed as set forth in paragraph G.4.2 below. Cost adjustment will be retroactive to the date that the Contractor implemented said policy.
- F. In the event that such changes in Department Policy are the result of changes in laws or government regulations, the Contractor shall be financially responsible for incurring any additional cost to comply with the terms of such policies and this Contract.

#### **G.4.2 Failure to Agree on Compensation for Additional Services**

If the parties cannot agree on a per diem adjustment or compensation for Additional Services within sixty (60) Days of the date the Contractor's request is received by the Department, the Contractor may utilize the dispute resolution process as outlined in Section I.3.11.

**G.4.3 Payment Adjustment**

- A. The Department may elect to deduct from its Monthly Contractor Payment as specified in Section G.4.6, any amount specified in Section C.4.2.I, Exhibit J.3 or any money determined to be due as specified under Section E.1.C.
- B. If it is determined the amount of Monthly Contractor Payment is not adequate to cover the money due to the Department, then all of the Monthly Contractor Payment shall be withheld and an invoice issued to the Contractor for the amount due.
- C. The Contractor shall be responsible to pay the invoiced amount within thirty (30) Days of receipt unless the Contractor and Department mutually agree on an alternative payment method.

**G.4.4 Late Payment**

Any amount owed to the Contractor more than one (1) day beyond the date such amount is due as described in Section G.4 hereof shall accrue interest each day that such amount is not paid at the rate specified by Texas Government Code, Section 2251.025, provided, however, that this provision shall not excuse failure by the Department to make Payment in strict accordance with this Contract.

**G.4.5 Deductions for Unacceptable Compliance**

- A. Compliance Standards and deductions are listed in Exhibit J.3 of this Contract.
- B. The Contractor's failure to meet the listed Compliance Standards shall result in a deduction to the Monthly Contractor Payment.

**G.4.6 Withholding of Payment**

- A. The Department shall have the right to withhold the Monthly Contractor Payment until the failures described below have been corrected.
  - 1. Failure to submit reports as required in Section C;
  - 2. Failure to respond to audit reports as set forth in Section E.1.C; and
  - 3. Failure to correct identified areas of non-compliance to the satisfaction of the Department within twenty (20) Days upon receipt of written notification.
- B. The Contractor agrees that the Department shall not pay interest to the Contractor for monies so withheld.
- C. The Monthly Contractor Payment withheld shall be released upon the Department's satisfaction that compliance has been achieved for thirty (30) consecutive Days.
- D. The Department shall withhold the final Payment to the Contractor pending the Department's acceptance by and transfer of State-Owned property to the Department.

- E. In the event that money is due to the Department for the Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for the Department to correct deficiencies and replace property will be withheld from the final Payment.
- F. With the exception of disputed issues, such withholding of final Payment by the Department shall not exceed one hundred twenty (120) Days from date of Contract termination.

#### **G.4.7 Payment of Debt Owed to the State of Texas**

As required by Texas Government Code, Section 2252.903, the Contractor agrees that any Payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan Payments and delinquent child support, until the debt is paid in full. The Contractor shall comply with the rules adopted by the Department under Texas Government Code, Sections 403.055, 403.0551, 2252.903 and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

#### **G.4.8 Right to Offset**

In the event the Department determines that the Contractor owes money to the Department under any contract or purchase order, the Department, upon providing the Contractor with written notice of its intent to offset, shall have the right to withhold monies due to the Contractor with respect to this Contract or purchase order or with respect to any contract or purchase order with the Department and apply such monies to the money due to the Department.

#### **G.4.9 Annual Financial Disclosure Reports**

- A. The Contractor shall have an annual audit performed by an independent Certified Public Accountant (CPA) and submit to the Contract Specialist the financial reports prepared according to Generally Accepted Accounting Principles and Auditing Standards (GAAP and GAAS) within one hundred twenty (120) Days after the end of the Contractor's fiscal year.
- B. In the disclosure of its financial affairs, the Contractor agrees to allow the Department or its representatives access to all its corporate books, to cooperate in any audits thereof and to provide the Department's Contract Specialist with 1 and 2 below:
  - 1. Consolidated financial statements such as are required by GAAP of the Contractor and its affiliates for such year, setting forth in each case in comparative form the corresponding figures for the preceding fiscal year, all in reasonable detail and certified by independent CPA's of recognized standing to the effect that said financial statements fairly present, except as specifically stated, the consolidated financial position and result of operations of the Contractor and its affiliates as of the end of the year for the year involved, and a statement signed by a senior accounting or financial officer of the Contractor that such officer has no knowledge, except as specifically stated, of the occurrence and continuance of any Event of Default or event which, with the time or the giving of notice, or both, would constitute an Event of



Default (as defined in Section I.3.1) or, if such circumstance does exist, specifying the nature and extent thereof and the actions proposed to cure same; and

2. Copies of any "management letters" (as that term is understood pursuant to GAAP and GAAS) received by the Contractor following any such audits.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 INSURANCE REQUIREMENTS**

- A. Prior to the approval of this Contract by the Department, the Contractor shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the Department. It is recommended that coverage be with a company or companies having both a Financial Strength Rating of "A" or better and Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.
- B. The insurance shall be evidenced by delivery to the Department of certificates of insurance executed by the insurer or its authorized agent stating coverage, limits, expiration dates and compliance with all applicable required provisions.
- C. Upon request, the Department shall be entitled to receive without expense, copies of the policies and all endorsements. Copies and changes to the initial insurance policies, including extensions, renewals, cancellations and revisions shall be submitted to the Contract Specialist within thirty (30) Days of the effective date.
- D. Subject to the Contractor's right to maintain reasonable deductibles, the Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage in the following type(s) and amounts:
  - 1. Workers' Compensation with statutory limits; Employers Liability with minimum limits for bodily injury:
    - a. By accident, \$2,000,000 per each accident; and
    - b. By disease, \$2,000,000 per employee with a per policy aggregate of \$1,000,000.
  - 2. Commercial Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.
  - 3. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, independent contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$2,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$5,000,000 general aggregate.
    - a. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of the Contract and acceptance by the Department.
    - b. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability must be provided

with the same liability limits. It may be included within the General Liability policy or written on a separate policy.

- c. Liability coverage shall include coverage for damage to property and injury to Persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
  - d. The Department shall be named as an additional insured by using endorsement CG2026 or broader.
4. Professional Liability (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate.
  5. If the Contractor's operations involve the use of hazardous materials/pollutants including but not limited to oil, fuels, antifreeze or chemicals, then: Environmental Impairment or Pollution Liability Insurance to include coverage for the handling, removal, storage, testing, transportation and disposal of these materials, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
  6. Commercial Crime insurance to cover losses from Employee Dishonesty with a minimum limit of \$50,000 each occurrence endorsed to cover third party property. The Department must be a joint loss payee.

**Note:** If the insurance described in 3 or 4 above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the Contract and acceptance by the Department. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.

### H.1.1 Required Provisions

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name the Department and its officers, employees and elected representatives as additional insured to all applicable coverages.
- B. Waive subrogation against the Department, its officers, employees and elected representatives, for bodily injury (including death), property damage or any other loss, to all applicable coverages.
- C. Provide that the Contractor's insurance is the primary insurance in regards to the Department, its officers, employees and elected representatives.
- D. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

- E. Ensure that all certificates of insurance identify the Service or product being provided and the name of responsible party.
- F. The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this state shall provide such coverage. No "self-insurance" coverage shall be acceptable. All policies shall include a provision requiring a written notice of cancellation to the Department.
- G. All insurance coverage obtained by the Contractor shall continue in full force and effect during the Contract Term. No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the Service Commencement Date.
- H. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas.
- I. The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Contractor, but in no event shall such deductible for each occurrence exceed five percent (5%) of the required yearly aggregate limit of coverage.
- J. The Contractor is responsible for the first (1<sup>st</sup>) dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- K. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective contractor may wish to purchase for their own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella coverage may satisfy those totals. However, if an umbrella is used, coverage must be at least as broad as the primary coverage.

## **H.2 SUBCONTRACTORS**

- A. The Contractor may subcontract for the performance of any of its responsibilities to provide Services pursuant to this Contract.
- B. No subcontract may be entered into unless the Department provides prior written approval, which approval may not be unreasonably withheld.
- C. If a subcontractor is deemed to be needed for an event of an emergency nature, verbal approval may be obtained through an authorized Department representative. The Contractor shall submit a written request with supporting documentation for approval, by the Department, as soon as possible.
- D. The Contractor shall furnish to the Department copies of all subcontracts, without regard to the amount of annual payments.

- E. Any arrangement by the Contractor with an affiliate or member company to provide Services to the Facility shall be subject to the subcontractor provisions of this Section.
- F. No contractual relationship shall exist between the Department and any subcontractor and the Department shall accept no responsibility whatsoever for the conduct, actions, or omissions of any subcontractor selected by the Contractor.
- G. The Contractor shall be responsible for the management of the subcontractors in the performance of their work.
- H. A subcontractor may not work directly with the Department in any manner and shall not be included in Contract negotiations, renewals, audits or any other discussions except at the request of the Department.
- I. Unless waived in writing by the Department, the subcontract shall contain the following:
  - 1. An acknowledgement that the subcontract is subject to the Contract between the Department and the Contractor (the "Master Contract").
  - 2. The subcontractor shall agree to comply with the terms of the Master Contract to the extent applicable with respect to goods and Services being provided under the subcontract. It is the intention of the parties of the subcontract that the subcontractor shall "stand in the shoes" of the Contractor with respect to fulfilling the duties and obligations of the Contractor to the Department under the Master Contract.
  - 3. The Department's approval of a subcontract does not relieve the Contractor of its duty to perform under the Master Contract.
  - 4. The Department shall be deemed a "third party beneficiary" to the subcontract.
  - 5. The subcontract shall contain the required Authority to Audit clause referenced in Section E.4, and the required Non-Discrimination clause referenced in Section I.12.

### **H.2.1 Insurance**

The Contractor shall require all subcontractors to obtain, maintain, and keep in force insurance coverage in accordance with accepted industry standards and the Contract during the time they are engaged hereunder.

### **H.2.2 Historically Underutilized Business (HUB)**

- A. The Contractor shall make a good faith effort to award necessary subcontracts to HUBs in accordance with Texas Government Code, Sections 2161.181-182, 2161.252(b), and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.13. Pursuant to the Texas Statewide Support Services Division HUB Rules, TAC, Title 34, Part 1, Chapter 20, Subchapter B, Rules 20.13 and 20.14, the Contractor shall submit a HUB Subcontracting Plan (HSP) as part of the proposal submission, as well as make a good faith effort to implement the HSP. The Contractor shall seek written approval from the Department prior to making any modifications to its HSP.

- B. A detailed description of the HSP and required forms to be submitted with the proposal submission are included in Exhibit J.2.
- C. The Contractor shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice must specify, at a minimum, this Department's name, the name of the Contract Specialist, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontract and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice shall be provided to the Contract Specialist no later than ten (10) working days after this Contract is awarded.
- D. The Contractor shall submit to the Contract Specialist on a monthly basis (by the fifth (5<sup>th</sup>) Day of the following month) the Prime Contractor Progress Assessment Report, which is included in Exhibit J.2.

### **H.3 TRANSITION**

- A. Upon termination of this Contract, the Contractor agrees to work with the Department under the Department's management supervision for a period of sixty (60) Days, prior to the expiration of the Contract, to ensure the orderly transfer and efficient transition from current contractor management to either the Department management or management by a third party of the Facility.
- B. During this transition period, the Contractor shall transfer all Offender records to the Department if requested to do so by the Department. In the event the Contractor requires copies of any records after contract expiration and program management transition, the Department will furnish copies to the Contractor at the Contractor's expense.

### **H.4 CERTAIN PROHIBITIONS**

- A. Notwithstanding any other section of this Contract, nothing contained herein shall be interpreted to grant to the Contractor the authority to, and the Contractor shall not have any authority to:
  - 1. Calculate Offender release and Parole eligibility dates;
  - 2. Award or remove good conduct time to Offenders;
  - 3. Approve Offender's work, medical or for non-medical emergency absences, or for pre-parole transfers; or
  - 4. Classify Offenders or place Offenders in less restricted custody than the custody ordered by the Department. The Department shall have the sole authority to assign or transfer Offenders from the Facility.
- B. Provided, however, that this Section shall not prevent the Contractor from making recommendations to the Department with respect to any of the above without the prior written decision of the Department.

**H.5 APPROVAL OF EMPLOYEES**

- A. The Contractor shall retain no Upper Level Management Personnel for administration of the Facility without prior approval of each selection by TDCJ-PFCMOD, which approval shall not be unreasonably withheld.
- B. Additionally, when the Contractor transfers any employees, regardless of rank, title, or position, from any Facility under Contract with the Department to another facility under contract with the Department, notification of this transfer must be made to TDCJ-PFCMOD by so indicating on the vacancy reports.
- C. Upon request by the Department, Contractor shall provide the name of the employee and location of transfer, all pending investigations and disciplinary actions, and previous disciplinary actions.

**H.6 UTILIZATION OF PRODUCTS AND MATERIALS PRODUCED IN TEXAS**

- A. The Contractor shall comply with Texas Government Code, Section 2155.4441 relating to service contract use of products produced in the State of Texas.
- B. In performing Services under this Contract, the Contractor shall purchase products and materials produced in the State of Texas when they are available at a price and time comparable to products and materials produced outside of Texas.

**H.7 CRIMINAL HISTORY INFORMATION COMPLIANCE**

The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information regarding Offenders and former Offenders known as "criminal history information". Criminal history information means information collected about a Person by a criminal justice agency that consists of identifiable descriptions and notations of arrests, detentions, indictments, information and other formal criminal charges and their dispositions. The term does not include information as to convictions, fingerprint information, and driving records. In the event the Department provides the Contractor with criminal history information, the Contractor agrees to comply with the confidentiality requirements of 28 CFR 20, Part 20, Subpart B, Section 20.21; Section 524 (a) of the Omnibus Crime Control and Safe Streets Act, 42 U.S.C. 3701, et seq., as amended (the "Act"), Texas Government Code, Chapter 411, Section 411.083, and with the FBI Criminal Justice Information Services (CJIS) Security Policy. More specifically, the Contractor agrees and acknowledges as follows:

- A. The Department hereby specifically authorizes that the Contractor may have access to criminal justice history to the extent such access is necessary or appropriate to enable the Contractor to perform the Services contemplated herein.
- B. The Contractor agrees to limit the use of such criminal justice information for the purposes set to herein.
- C. The Contractor agrees to maintain the confidentiality and security of the criminal justice history information in compliance with federal and state statutes, rules and regulations,

and return or destroy such information when it is no longer needed to perform the Services contemplated herein.

- D. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.8 OTHER CONFIDENTIAL OR SENSITIVE INFORMATION**

- A. The parties hereto acknowledge and agree that in order for the Contractor to perform the Services contemplated herein, the Department may have to provide the Contractor with, or the Contractor may have access to, certain information, other than criminal history information, that is confidential pursuant to federal or state laws, rules, or regulations, or that is personal information considered to be "sensitive". The Contractor agrees that such confidential or sensitive information shall only be used for the purpose of performing Services contemplated herein. Such information shall not be disclosed, copied or transmitted for any purpose other than for the performance of Services contemplated herein.
- B. In the event that the Contractor's employee(s) fails to comply with the terms hereof, the Contractor shall take corrective action with the employee(s). Such corrective action must be acceptable to the Department. An intentional or knowing violation may also result in civil and criminal violations under federal and state laws. Additionally, the Contractor shall submit for the Department's approval, the Contractor's corrective action plan to ensure full compliance with the terms hereof. Until such time as the corrective action plan is approved by the Department, the Contractor shall not be authorized to fill any vacant positions unless special authorization is granted in writing by the Department which authorization shall not be unreasonably withheld.

#### **H.9 BOOKS AND RECORDS**

All records and documents pertinent to the Services contracted hereunder shall be kept for a minimum of seven (7) years after termination hereof. If any litigation, claim, or audit involving these records begins before the retention period expires, the Contractor must continue to retain said records and documents until all litigation, claims or audit findings are resolved, meaning that there is a final court order from which no further appeal may be made, or a written agreement is entered into between the Contractor and the Department.

#### **H.10 ORGANIZATIONAL AND NAME CHANGE**

The Contractor shall submit written notification to the Department of any changes in the Contractor's name, address, telephone number, facsimile number and/or e-mail address with an effective date of such change. The Contractor shall submit to the Department a copy of



any registration "to do business as," "DBA," or "also known as," "AKA," and any legal corporate name change filed with the Secretary of State.

#### **H.11 FREE EXERCISE OF RELIGION**

The Contractor is prohibited from substantially burdening an employee's or Offender's Free Exercise of Religion.

#### **H.12 DELAY OF SERVICES**

The Contractor shall meet its obligations to commence Services at the Facility within the time frames defined by the Contract. In the event the Contractor fails to meet those time frames as defined by the Contract, absent extensions from the Department, the Department will have the right to obtain the Services from another source and charge the cost thereof to the Contractor for each Day that Services are not performed due to delays caused by the Contractor's nonperformance. The Department will provide written notification to the Contractor by certified mail, return receipt requested, of the charges which will include the date of imposition and the amount that has accrued daily as of the date of the notification.

#### **H.13 UTILIZATION OF FACILITY**

The Department agrees that it will use its best efforts to adding Offenders to the Facility as provided by law; however, the Department does not covenant or represent to the Contractor that it will refer Offenders at one hundred percent (100%) capacity. The Department will not be liable to the Contractor for loss of profits or damages incurred by the Contractor in the event that the Department does not refer Offenders at one hundred percent (100%) capacity.

#### **H.14 OFFENDERS NOT EMPLOYEES OF CONTRACTOR**

- A. The Contractor shall provide a Facility job program in accordance with Department Policy.
- B. Each Offender participating in such job program is considered to be working on behalf of and for the benefit of such Offender and are not employees of the Contractor.
- C. The Contractor shall ensure that no Offender participates in a job program that benefits any entity other than the Department.

#### **H.15 OTHER CONTRACTS**

During the course of this Contract, the Department may award additional contracts to other contractors for capital improvements and/or additional programmatic services at the Facility. The Department will provide notification to the Contractor regarding the additional contractor and the scope of work that the additional contractor will be performing at the Facility. The Contractor shall work cooperatively with the additional contractor in order to ensure that the performance of the Services and/or capital improvements is not unnecessarily delayed. The Contractor shall not commit or permit any act that would unduly interfere with the performance of work by any other contractor.

**H.16 SECURITY**

The Contractor's employees and representatives, vehicles and equipment must be under security surveillance at all times and are subject to inspection at any time while on State property. The Contractor agrees to abide by all Department Policies and unit rules and regulations on State property. These rules, in part, prohibit the introduction of alcohol, narcotics, weapons, gambling paraphernalia, pagers and cellphones to any State property. This includes having these items in the personal vehicles of on-site employees. The Contractor's employees may not carry more than twenty-five dollars (\$25.00) in cash into any Department facility. Tobacco products are strictly prohibited on TDCJ units, but are allowed in the personal vehicles of on-site employees or in designated smoking areas. All vehicles must be kept locked when not in use and the Contractor's employee must stay with the vehicle when it is unlocked.

**SECTION I - CONTRACT CLAUSES****I.1 AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR**

- A. Funds are not presently available for performance under this Contract beyond August 31, 2019.
- B. The Department's obligation for performance of this Contract beyond that date is contingent upon legislative approval and the availability of appropriated funds from which Payment for Contract purposes can be made.
- C. No legal liability on the part of the Department for any Payment may arise for performance under this Contract beyond August 31, 2019, until funds are made available to the Department for performance and until the Contractor receives notice of availability.
- D. Refer to Section I.3.4.C, Termination for Unavailability of Funds, for the Department's right to terminate this Contract in the event it is appropriated insufficient funds.

**I.2 ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or Service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

**I.3 DEFAULT AND TERMINATION****I.3.1 Default by the Contractor**

Each of the following shall constitute an Event of Default on the part of the Contractor:

- A. A Material Failure to keep, observe, perform, meet, or comply with any covenant, agreement, term, or provision of this Contract to be kept, observed, met, performed, or complied with by the Contractor hereunder, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- B. A Material Failure to meet or comply with ACA Standards, federal or state requirement or law, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- C. The Contractor's Material Failure to comply with any Department Policy for which the Contractor has been expressly required to comply and for which the Contractor has not received a prior written waiver from the Department, when such failure continues for a period of twenty (20) Days after the Contractor's receipt of written notice thereof;
- D. Insolvency of the Contractor as evidenced by any of the following occurrences:
  - 1. Its inability to pay its debts;
  - 2. Any general assignment for the benefit of creditors;

**Section I**

3. Any decree or order appointing a receiver or trustee for it or substantially all of its property to be entered and, if entered without its consent, not to be stayed or discharged within sixty (60) Days;
  4. Any proceedings under any law relating to bankruptcy, insolvency, or the reorganization or relief of debtors to be instituted by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) Days; or
  5. Any judgment, writ of attachment or execution, or any similar process to be issued or levied against a substantial part of its property which is not released, stayed, bonded, or vacated within sixty (60) Days after issue or levy.
- E. The discovery by the Department that any statement, representation or warranty in this Contract is false, misleading, or erroneous in any material respect; or
- F. A failure by the Contractor to comply with contractual terms and conditions, resulting in a breach of security or health and safety standards. This Event of Default may result in the immediate termination of this Contract.

**I.3.2 Further Opportunity to Cure**

- A. If an Event of Default of the type specified in Section I.3.1 occurs and the Contractor reasonably believes that such Event of Default cannot be cured within the twenty (20) Days allowed in Section I.3.1 but that such Event of Default can be cured through a diligent, on-going, and conscientious effort on the part of the Contractor, within a reasonable period not to exceed three (3) months, then the Contractor may, within the twenty (20) Day cure period, submit a detailed plan for curing the Event of Default to the Department.
- B. Upon receipt of any such plan for curing an Event of Default, the Department shall promptly review such plan and at its discretion, which must be reasonable in the circumstances, may allow, or not allow, the Contractor to pursue such plan of cure.
- C. The decision of the Department will be communicated in writing to the Contractor.
- D. The Department agrees that it will not exercise its remedies thereunder with respect to such Event of Default for so long as the Contractor diligently, conscientiously, and timely undertakes to cure the Event of Default in accordance with the approved plan.
- E. If the Department does not allow the Contractor an extension of the cure period, the twenty (20) Day time period shall be tolled during the period of time the request is pending before the Department.

**I.3.3 Remedy of the Department**

When an Event of Default by the Contractor has been determined to exist, the Department's Authorized Representative will notify, in writing, the Contractor of such Event of Default, and subject to the provisions of Section I.3.2, the Department will have the right to pursue any remedy it may have by law or in equity including, but not limited to:

- A. Reducing its claim to a judgment;
- B. Taking action to cure the Event of Default, in which case the Department may offset against any Payments owed to the Contractor all reasonable costs incurred by the Department in connection with its efforts to cure such Event of Default;
- C. Withholding of funds as authorized in Section G.4.6; or
- D. Exercising a Termination for Default.
  - 1. In the event of Termination for Default the Department shall offset against Payments owed to the Contractor any reasonable amounts expended by the Department to cure the Event of Default.
  - 2. The Department will have no further obligations to the Contractor after such termination and the Contractor shall comply with Section H.3 with respect to the transition to new management.
  - 3. The Department may also acquire, in the manner the Department considers appropriate, services similar to those terminated and the Contractor will be liable to the Department for any increase in costs for those services.
  - 4. The Contractor shall not be liable for any increase in costs if the failure to perform the Contract arises from and without the fault or negligence of the Contractor as follows:
    - a. Acts of God or of the public enemy;
    - b. Acts of the State in either its sovereign or contractual capacity;
    - c. Fires;
    - d. Floods;
    - e. Epidemics;
    - f. Quarantine restrictions;
    - g. Strikes;
    - h. Freight embargoes; and
    - i. Unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

**I.3.4 Termination for Unavailability of Funds**

- A. The Payment of money by the Department or the State under any provisions hereof is contingent upon the availability of funds appropriated by the Legislature to an agency or department of the State to cover the provisions hereof.
- B. Neither the State, the Department nor its elected officials, officers, employees, agents, attorneys or other individuals acting on behalf of the State, make any representations or warranty as to whether any appropriation will, from time to time during the Contract Term, be made by the Legislature of the State.
- C. In the event State funds for this Contract become unavailable due to Non-Appropriation, the Department will have the right to terminate the Contract without penalty.
- D. The Contractor acknowledges that the Department does not receive a "line item appropriation".
  - 1. If the funds appropriated are not sufficient to pay for the Department's operating expenses, contractual obligations and other financial obligations, the Department, in its sole discretion, will determine what operating expenses, contractual obligations and other financial obligations it will pay.
  - 2. In the event the Department determines it was not appropriated sufficient money, the Department may terminate this Contract without paying the Contractor any additional money or penalty, provided that the Department will pay the Contractor for obligation that occurred up to the time of termination.

**I.3.5 Non-Appropriation Effect and Remedy**

An event of Non-Appropriation shall not cause the Department to be in default hereunder, but upon any such event of Non-Appropriation, this Contract shall automatically terminate as of the last day of the Biennium for which appropriations have been made.

**I.3.6 Termination for Convenience**

The Department may, in its sole discretion, terminate this Contract with or without cause, by providing the Contractor with sixty (60) Days prior written notice of such termination.

**I.3.7 Termination by Mutual Agreement**

The parties may terminate this Contract by mutual agreement, the terms of which shall be set forth in writing.

**I.3.8 Termination Procedures**

- A. Upon Termination for Default, Termination for Convenience, Termination by Mutual Agreement or Termination for Unavailability of Funds as heretofore mentioned, the following procedures will be adhered to:

**Section I**

1. The Department will immediately notify the Contractor in writing specifying the effective termination date.
2. After receipt of the Notice of Termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
  - a. Place no further subcontracts or orders in support of this Contract;
  - b. Terminate all subcontracts; and
  - c. Cancel all orders as applicable.
- B. Upon termination, the Contractor shall be entitled to receive from the Department, Payment for all Services satisfactorily furnished under this Contract up to and including the date of termination. Claims submitted after one hundred eighty (180) Days from the date of termination will not be considered.

**I.3.9 Default by the Department**

Each of the following shall constitute an Event of Default on the part of the Department:

- A. Failure by the Department to observe and perform any material covenant, condition, or agreement on its part to be observed or performed; or
- B. Its failure or refusal to substantially fulfill any of its material obligations hereunder, unless caused by the default of the Contractor; and
- C. Unless cured by the Department within twenty (20) Days after receiving written notice thereof.

**I.3.10 Remedy of the Contractor**

Upon an Event of Default by the Department, the Contractor's sole remedy shall be to follow the Dispute Resolution Process in Section I.3.11 below.

**I.3.11 Dispute Resolution**

- A. Any dispute arising under this Contract, which is not disposed of by mutual agreement between the Department and the Contractor shall be resolved as follows:
  1. The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used, as further described herein, by the Department and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.
  2. A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Texas Government Code, Chapter 2260, Subchapter B.

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3. To initiate the process, the Contractor shall submit written notice, as required by Texas Government Code, Chapter 2260, Subchapter B, to the Contracts and Procurement Director or designee, at Two Financial Plaza, Suite 525, Huntsville, Texas 77340.
  4. Said notice shall specifically state the provisions of Texas Government Code, Chapter 2260, Subchapter B, are being invoked, and shall also be given to all other representatives of the Department and the Contractor otherwise entitled to notice under the parties' Contract.
  5. Compliance by the Contractor with Subchapter B, is a condition precedent to the filing of a contested case proceeding under Texas Government Code, Chapter 2260, Subchapter C.
  6. The contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the Department if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  7. Compliance with the contested case process provided in Texas Government Code, Chapter 2260, Subchapter C, is a condition precedent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code.
  8. Neither the execution of this Contract by the Department nor any other conduct of any representative of the Department related to the Contract shall be considered a waiver of sovereign immunity to suit.
- B. In addition to complying with Texas Government Code, Chapter 2260, the Department and the Contractor shall comply with the rule published in the Texas Administrative Code, Title 37, Part 6, Chapter 155, Subchapter C, Rule 155.31.
- C. At all times during the course of the dispute resolution process, the Contractor shall continue with providing Services as directed, in a diligent manner and without delay, shall conform to the Department's directive, decision or order, and shall be governed by all applicable provisions of this Contract.
- D. Records of the Services performed shall be kept in sufficient detail to enable payment in accordance with applicable provisions of this Contract, if this should become necessary.
- E. This provision shall not be construed to prohibit the Contractor from seeking any other legal or equitable remedy to which it is entitled.

**I.4 NO WAIVER OF RIGHTS**

- A. No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right.



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- B. The remedies provided in this Contract are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**I.5 INDEMNIFICATION OF THE DEPARTMENT****I.5.1 Acts or Omissions**

The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any purchase orders issued under the Contract. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

**I.5.2 Infringements**

- A. The Contractor shall indemnify and hold harmless the State of Texas, the Department and the TBCJ, and or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of the Contractor pursuant to this Contract. The Contractor and the Department agree to furnish timely written notice to each other of any such claim. The Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.
- B. The Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by:
1. Use of the product or Service for a purpose or in a manner for which the product or Service was not designed;
  2. Any modification made to the product without the Contractor's written approval;
  3. Any modification made to the product by the Contractor pursuant to the Department's specific instructions;
  4. Any intellectual property right owned by or licensed to the Department; or
  5. Any use of the product or Service by the Department that is not in conformity with the terms of any applicable license agreement.
- C. If the Contractor becomes aware of an actual or potential claim, or the Department provides the Contractor with notice of an actual or potential claim, the Contractor may (or

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in the case of an injunction against the Department, shall), at the Contractors sole option and expense:

1. Procure for the Department the right to continue to use the affected portion of the product or Service; or
2. Modify or replace the affected portion of the product or Service with functionally equivalent or superior product or service so that the Department's use is non-infringing.

**I.5.3 Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- A. The Contractor agrees and acknowledges that during the existence of this Contract, the Contractor shall be entirely responsible for the liability and payment of the Contractor's and the Contractor's employees' taxes of whatever kind, arising out of the performances in this Contract. The Contractor agrees to comply with all state and federal laws applicable to any such Persons, including laws regarding wages, taxes, insurance, and workers' compensation. The Department and/or the State shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a State employee or employee of another governmental entity customer.
- B. The Contractor agrees to indemnify and hold harmless the Department, the TBCJ, the State of Texas and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this Contract. The Contractor shall be liable to pay all cost of defense including attorneys' fees. The defense shall be coordinated by the Contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit and the Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. The Contractor and the Department agree to furnish timely written notice to each other of any such claim.

**I.6 NO WAIVER OF DEFENSES**

- A. Neither the Department nor the Contractor shall waive, release or otherwise forfeit any possible defense the Department or the Contractor may have regarding claims arising from or made in connection with the performance of the Services by the Contractor without the consent of the other party.
- B. The Department and the Contractor shall reserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law, including any defenses the Department may have regarding litigation, losses and costs resulting from claims or litigation pending at the time the Contract becomes effective, or arising thereafter from occurrences prior to the effective date hereof.

**I.7 INDEPENDENT CONTRACTOR**

- A. The Contractor is associated with the Department only for the purposes and to the extent set forth herein, and with respect to the performance of Services hereunder, the Contractor is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder.
- B. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Department whatsoever with respect to the indebtedness, liabilities, and obligations of the Contractor or any other party.
- C. The Contractor shall be solely responsible for (and the Department shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by the Contractor, arising out of the Contractor's association with the Department pursuant hereto, and the Contractor shall indemnify and hold the Department harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

**I.8 LAWS OF TEXAS**

This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

**I.9 ASSIGNMENT**

- A. The Contractor may not assign any interest in this Contract without the prior written consent of the Department which consent the Department may withhold at its sole discretion.
- B. If the Department so elects in its sole discretion, this Contract will terminate upon the occurrence of any of the following:
  - 1. More than fifty percent (50%) of the assets of the Contractor are sold;
  - 2. The Contractor is merged into, acquired by, or consolidated with another corporation or business entity; or is otherwise the subject of reorganization; or
  - 3. Any shareholder or owner of the Contractor who owns at least ten percent (10%) beneficial ownership of the Contractor fails to continue to own at least ten percent (10%).
- C. In the event that any sale, transfer, or assignment, as referenced in paragraphs A and B above, is consented to by the Department, the transferee or its legal representative shall agree in writing with the Department to assume, perform and be bound by the covenants, obligations and agreements contained herein.

**I.10 MAINTENANCE OF CORPORATE EXISTENCE AND BUSINESS**

- A. The Contractor, if incorporated, shall at all times maintain its corporate existence and authority to transact business and be in good standing in its jurisdiction of incorporation and the State of Texas.
- B. The Contractor shall maintain all licenses, permits and franchises necessary for its businesses where the failure to so maintain might have a material adverse effect on its ability to perform its obligations under this Contract.

**I.11 APPROVAL OF CONTRACT**

- A. This Contract is subject to written approval of the Executive Director of the Department and shall not be binding until so approved.
- B. For Contracts valued over one million dollars in the initial Contract Term, the Executive Director's approval shall be given only on the approval of the TBCJ.

**I.12 NON-DISCRIMINATION**

In the performance of this Contract, the Contractor warrants that it shall not discriminate against any employee, subcontractor, participant or provider on account of race, color, disability or perceived disability, religion, sex, national origin, genetic information or age, and in accordance with the following:

- A. The Contractor shall not discriminate against employees, subcontractors, participants or providers who have or are perceived to have a disability because of Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection, antibodies to HIV, or infection with any other probable causative agent of AIDS. The Contractor shall post notices setting forth the provisions of this Non-Discrimination Clause in conspicuous places, available to employees and applicants for employment.
- B. In all solicitations or advertisements for employees and/or the purchase of Services, the Contractor shall state that it is an equal opportunity employer; provided, however, that notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting this requirement.
- C. The Contractor shall include the provisions of the foregoing paragraphs in every subcontract so that such provisions shall be binding upon each subcontractor or vendor.

**I.13 CONFIDENTIALITY AND OPEN RECORDS****I.13.1 Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of the Contract shall be kept confidential unless otherwise provided by law and shall not be made available to any individual or organization by the Contractor or the Department without prior approval of the other party.

**I.13.2 Open Records**

In accordance with Texas Government Code, Section 2252.907, the Contractor acknowledges that this Contract and information created or maintained in connection with this Contract is public information and subject to disclosure as provided by Texas Government Code, Chapter 552 (Texas Public Information Act). The Texas Public Information Act may require the Contractor to make information related to this Contract available to the public pursuant to a request for public information. The Contractor agrees, upon request, to make information related to this Contract that is not otherwise excepted from release by the Texas Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The Contractor acknowledges that the agency shall not provide legal counsel related to the Contractor's compliance with the Texas Public Information Act.

**I.14 CONTRACT CHANGES**

- A. Changes/modifications to this Contract (except Contract extensions, administrative changes, such as changing the Contract Specialist designation, correcting typographical errors or other unilateral changes discussed elsewhere in the Contract) shall be mutually agreed to by the parties and executed in writing with the authorized signatures.
- B. The Department, at its sole discretion, may revise funding during the course of this Contract by issuing a unilateral modification to the Contractor.

**I.15 OPTION TO EXTEND THE TERM OF THE CONTRACT**

- A. The Department may, at its sole discretion, extend the Contract Term by written notice to the Contractor within ten (10) Days of Contract expiration, provided that the Department shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) Days before the Contract expires.
- B. The preliminary notice does not commit the Department to an extension.
- C. If the Department exercises this option, the extended Contract shall be considered to include this option provision.

**I.16 OPTION TO EXTEND SERVICES**

- A. The Department may require continued performance of any Services within the limits and at the rates specified in this Contract.
- B. The Department reserves the right to extend this Contract for a ninety (90) Day period at the end of each Contract and/or extension period for the purpose of re-advertising the Service, awarding a new contract, and transitioning into a new contract.
- C. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.
- D. The Department may exercise the option by written notice to the Contractor within the period specified in Section I.15.

**I.17 SEVERABILITY**

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

**I.18 IMMIGRATION**

The Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

**I.19 NO LIABILITY UPON TERMINATION**

If this Contract is terminated for any reason, the Department and the State of Texas shall not be liable to the Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, the Contractor may be entitled to the remedies established in Section I.3.11.

**I.20 LIMITATION ON AUTHORITY**

The Contractor shall have no authority to act for or on behalf of the Department or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or the Department.

**I.21 INTELLECTUAL PROPERTY INDEMNIFICATION**

- A. The Contractor will indemnify, defend, and hold harmless the State of Texas and the Department against any action or claim brought against the State of Texas and/or the Department that is based on a claim that software infringes any patent rights, copyright rights or incorporated misappropriated trade secrets. The Contractor will pay any damages attributable to such claim that are awarded against the State of Texas and/or the Department in a judgment or settlement.
- B. If the Department's use of the software becomes subject to a claim, or is likely to become subject to a claim, in the sole opinion of the Department, the Contractor shall, at its sole expense (1) procure for the Department the right to continue using such software under the terms of this Contract; or (2) replace or modify the software so that it is non-infringing.

**I.22 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY TEXAS ADMINISTRATIVE CODE, TITLE 1, PART 10, CHAPTER 213**

- A. Effective September 1, 2006 State Agencies and Institutions of Higher Education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Texas Administrative Code, Title 1, Part 10, Chapter 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

**Section I**

- B. The Contractor shall provide the Department with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under the Rehabilitation Act, Section 508), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Department with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**I.23 RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP)**

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by the Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the Department by the Contractor upon completion, termination, or cancellation of this Contract. The Contractor may, at its own expense, keep copies of all its writings for its personal files. The Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the Contractor's obligations under this Contract without the prior written consent of the Department; provided, however, that the Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

**I.24 FORCE MAJEURE**

- A. Neither the Contractor nor the Department shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform.
- B. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- C. Each party must inform the other in writing, with proof of receipt, within three (3) working days of the existence of such force majeure, or otherwise waive this right as a defense.

**I.25 NOTICES**

Any written notices required under this Contract will be delivered by carrier service to the Contractor's office address specified on Page 1 of this Contract or by U.S. mail.

Notices to the Department shall be sent to:

Reita Johnson, Contract Specialist II  
Texas Department of Criminal Justice  
Contracts and Procurement Department  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party. This change shall be incorporated with a unilateral modification.

#### **I.26 SUBSTITUTIONS**

Substitutions are not permitted without written approval of the Department.

#### **I.27 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM**

- A. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
  - 1. All Persons employed to perform duties within Texas, during the Contract Term; and
  - 2. All Persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.
- B. The Contractor shall provide, upon request of the Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and the Contractor's subcontractors, as proof that this provision is being followed.
- C. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the State must undertake to replace the terminated Contract.



**SECTION J – LIST OF EXHIBITS**

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## BUDGET JUSTIFICATION FORMS AND STAFFING PLANS

## OPERATION AND MANAGEMENT SERVICES

## STAFFING PLAN

Facility Name: Bridgeport CC

## Recommended Staffing Plan for 8 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Warden	Warden	1.0	0.0	0.0		0.0	W
Training Manager		1.0	0.0	0.0		0.0	PS
Business Manager		1.0	0.0	0.0		0.0	CAT
Human Resource Supervisor		1.0	0.0	0.0		0.0	CAT
Quality Assurance Manger		1.0	0.0	0.0		0.0	PS
Secretary		1.0	0.0	0.0		0.0	CAT
Administrative Clerk		2.0	0.0	0.0		0.0	CAT
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
Major of CO's	Major	1.0	0.0	0.0		0.0	PS OJT
DHO (Captain)	Captain	1.0	0.0	0.0		0.0	PS OJT
Shift Supervisor (Lieutenant)	Lieutenant	1.0	1.0	1.0		0.0	PS OJT
Assistant Shift Supervisor (Sergeant)	Sergeant	1.0	1.0	1.0		0.0	PS OJT
<b>TOTAL SECURITY SUPERVISORS</b>		<b>4.0</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
Property/STG Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Armory/Key Control/Training Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Visitation Officer	Correctional Officer	3.0	0.0	0.0		0.0	PS OJT
Transportation Officer	Correctional Officer	2.0	0.0	0.0		0.0	PS OJT
FTO	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Community Service/Yard Squad Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Education/Vocational Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Central Control Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Perimeter Patrol Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Segregation Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Recreation Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Utility/Escort Officer	Correctional Officer	2.0	2.0	2.0		0.0	PS OJT
Medical Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Pod Control Officers	Correctional Officer	2.0	2.0	2.0		0.0	PS OJT
Housing Officers	Correctional Officer	4.0	4.0	4.0		0.0	PS OJT
<b>TOTAL SECURITY OFFICERS</b>		<b>23.0</b>	<b>12.0</b>	<b>11.0</b>	<b>0.0</b>	<b>0.0</b>	

Facility Name: Bridgeport CC

## Recommended Staffing Plan for 8 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
Maintenance Supervisor	Program Supervisor IV - Unit Maintenance Supervisor	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Plumber	Maintenance Supervisor IV - Plumber	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Electrician	Maintenance Supervisor IV - Electrician	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - HVAC	Maintenance Supervisor IV - HVAC	1.0	0.0	0.0		0.0	PS
Maintenance Clerk		1.0	0.0	0.0		0.0	CAT
Unit Supply Coordinator	Inventory & Store Specialist II- Warehouse & Supply	1.0	0.0	0.0		0.0	
Food Service Manager	Food Service Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Food Service Manager	Food Service Manager II	1.0	1.0	0.0		0.0	PS
Laundry Manager	Laundry Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Laundry Manager	Laundry Manager II	1.0	0.0	0.0		0.0	PS
Chief of Unit Classification	Program Supervisor I - Chief of Unit Classification	1.0	0.0	0.0		0.0	PS
Countroom Clerk		1.0	0.0	0.0		0.0	CAT
Records Clerk		1.0	0.0	0.0		0.0	CAT
Commissary Coordinator	Inventory & Store Spec. III - Commissary Manager	1.0	0.0	0.0		0.0	PS
Grievance Investigator	Investigator II - Offender Grievance	1.0	0.0	0.0		0.0	PS
Risk Manager	Safety Officer I - Risk Manager	1.0	0.0	0.0		0.0	PS
Mailroom Supervisor	Administrative Assistant III - Mailroom Supervisor	1.0	0.0	0.0		0.0	CAT
Mailroom Clerk		1.0	0.0	0.0		0.0	CAT
Counsel Substitute	Counsel Substitute I	1.0	0.0	0.0		0.0	PS
Chaplain	Chaplain	1.0	0.0	0.0		0.0	PS
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>20.0</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Principal	Principal	1.0	0.0	0.0		0.0	ED
Education Counselor	Counselor	1.0	0.0	0.0		0.0	ED
Academic Instructor	Teacher	3.0	0.0	0.0		0.0	ED
Academic Instructor - Life Skills	Teacher	1.0	0.0	0.0		0.0	ED
Vocational Instructor	Vocational Instructor	1.0	0.0	0.0		0.0	ED
Librarian	Librarian	0.1	0.0	0.0		0.0	ED
<b>TOTAL EDUCATION</b>		<b>7.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>62.1</b>	<b>15.0</b>	<b>13.0</b>	<b>0.0</b>	<b>0.0</b>	

**STAFFING NOTES**

\* TDCJ job titles must be used and are identified in Exhibit J.7.

\*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.

\*\*\* FTE's shall be rounded up or down to the nearest full FTE.

**Key:**

W = Pre-Service training for each Warden will be reviewed by TDCJ as part of the Warden approval process. Based on this review, TDCJ will determine on a case-by-case basis if additional training is required for the applicant prior to assignment.

PS = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

PS OJT = Pre-Service Part I with OJT (384 hours - must be completed prior to assignment).

ED = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

MED = 28 hour orientation for medical professionals must include 16 hours of topics from TDCJ's Correctional Awareness Training. TDCJ shall determine the elements comprising the 16 hours.

CAT = 32 hours of Correctional Awareness Training

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
 OPERATION AND MANAGEMENT SERVICES  
 STAFFING PLAN  
 Recommended Staffing Plan for 12 Hour Shifts

Facility Name: Bridgeport CC

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Warden	Warden	1.0	0.0	0.0		0.0	W
Training Manager		1.0	0.0	0.0		0.0	PS
Business Manager		1.0	0.0	0.0		0.0	CAT
Human Resource Supervisor		1.0	0.0	0.0		0.0	CAT
Quality Assurance Manager		1.0	0.0	0.0		0.0	PS
Secretary		1.0	0.0	0.0		0.0	CAT
Administrative Clerk		2.0	0.0	0.0		0.0	CAT
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
Major of CO's	Major	1.0	0.0	0.0		0.0	PS OJT
OHO (Captain)	Captain	1.0	0.0	0.0		0.0	PS OJT
Shift Supervisor (Lieutenant)	Lieutenant	1.0	1.0	0.0		0.0	PS OJT
Assistant Shift Supervisor (Sergeant)	Sergeant	1.0	1.0	0.0		0.0	PS OJT
<b>TOTAL SECURITY SUPERVISORS</b>		<b>4.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
Property/STG Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Armory/Key Control/Training Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Visitation Officer	Correctional Officer	3.0	0.0	0.0		0.0	PS OJT
Transportation Officer	Correctional Officer	2.0	0.0	0.0		0.0	PS OJT
FTO	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Community Service/Yard Squad Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Education/Vocational Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Central Control Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Perimeter Patrol Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Segregation Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Recreation Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Utility/Escort Officer	Correctional Officer	2.0	2.0	0.0		0.0	PS OJT
Medical Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Pod Control Officers	Correctional Officer	2.0	2.0	0.0		0.0	PS OJT
Housing Officers	Correctional Officer	4.0	4.0	0.0		0.0	PS OJT
<b>TOTAL SECURITY OFFICERS</b>		<b>23.0</b>	<b>11.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

Facility Name: Bridgeport CC

## Recommended Staffing Plan for 12 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
Maintenance Supervisor	Program Supervisor IV - Unit Maintenance Supervisor	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Plumber	Maintenance Supervisor IV - Plumber	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Electrician	Maintenance Supervisor IV - Electrician	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - HVAC	Maintenance Supervisor IV - HVAC	1.0	0.0	0.0		0.0	PS
Maintenance Clerk		1.0	0.0	0.0		0.0	CAT
Unit Supply Coordinator	Inventory & Store Specialist II - Warehouse & Supply	1.0	0.0	0.0		0.0	
Food Service Manager	Food Service Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Food Service Manager	Food Service Manager II	1.0	1.0	0.0		0.0	PS
Laundry Manager	Laundry Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Laundry Manager	Laundry Manager II	1.0	0.0	0.0		0.0	PS
Chief of Unit Classification	Program Supervisor I - Chief of Unit Classification	1.0	0.0	0.0		0.0	PS
Countroom Clerk		1.0	0.0	0.0		0.0	CAT
Records Clerk		1.0	0.0	0.0		0.0	CAT
Commissary Coordinator	Inventory & Store Spec. III - Commissary Manager	1.0	0.0	0.0		0.0	PS
Grievance Investigator	Investigator II - Offender Grievance	1.0	0.0	0.0		0.0	PS
Risk Manager	Safety Officer I - Risk Manager	1.0	0.0	0.0		0.0	PS
Mailroom Supervisor	Administrative Assistant III - Mailroom Supervisor	1.0	0.0	0.0		0.0	CAT
Mailroom Clerk		1.0	0.0	0.0		0.0	CAT
Counsel Substitute	Counsel Substitute I	1.0	0.0	0.0		0.0	PS
Chaplain	Chaplain	1.0	0.0	0.0		0.0	PS
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>20.0</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Principal	Principal	1.0	0.0	0.0		0.0	ED
Education Counselor	Counselor	1.0	0.0	0.0		0.0	ED
Academic Instructor	Teacher	3.0	0.0	0.0		0.0	ED
Academic Instructor - Life Skills	Teacher	1.0	0.0	0.0		0.0	ED
Vocational Instructor	Vocational Instructor	1.0	0.0	0.0		0.0	ED
Librarian	Librarian	0.1	0.0	0.0		0.0	ED
<b>TOTAL EDUCATION</b>		<b>7.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>62.1</b>	<b>14.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

STAFFING NOTES

- \* TDCJ job titles must be used and are identified in Exhibit J.7.
- \*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.
- \*\*\* FTE's shall be rounded up or down to the nearest full FTE.

Key:

W = Pre-Service training for each Warden will be reviewed by TDCJ as part of the Warden approval process. Based on this review, TDCJ will determine on a case-by-case basis if additional training is required for the applicant prior to assignment.

PS = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

PS OJT = Pre-Service Part I with OJT (384 hours - must be completed prior to assignment).

ED = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

MED = 28 hour orientation for medical professionals must include 16 hours of topics from TDCJ's Correctional Awareness Training. TDCJ shall determine the elements comprising the 16 hours.

CAT = 32 hours of Correctional Awareness Training

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
STAFFING PLAN

Facility Name: Bridgeport

Note: Additional rows are hidden and may be  
utilized as needed to list additional information.

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY SUPERVISORS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY OFFICERS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

Facility Name: Bridgeport

Note: Additional rows are hidden and may be utilized as needed to list additional information.

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL EDUCATION</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>0.0</b>	<b>0.0</b>		<b>0.0</b>	<b>0.0</b>	

**STAFFING NOTES**

- \* TDCJ job titles must be used and are identified in Exhibit J.7.
- \*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.
- \*\*\* FTE's have been rounded up or down to the nearest full FTE

**Relief Factors**

1. 7-Day Position (8 hr) = 1.7
2. 7-Day Position (12 hr) = 2.26
3. 5-Day Position = 1.0
4. Visitation = 0.6

**Key:**

**W** = Pre-Service training for each Warden will be reviewed by TDCJ as part of the Warden approval process. Based on this review, TDCJ will determine on a case-by-case basis if additional training is required for the applicant prior to assignment.

**PS** = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

**PS OJT** = Pre-Service Part I with OJT (384 hours - must be completed prior to assignment).

**ED** = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

**MED** = 28 hour orientation for medical professionals must include 16 hours of topics from TDCJ's Correctional Awareness Training. TDCJ shall determine the elements comprising the 16 hours.

**CAT** = 32 hours of Correctional Awareness Training

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
BUDGET DETAIL

Facility Name: Bridgeport

Note: Additional rows are hidden and may be utilized as needed to list additional information.

ANNUAL OPERATING COSTS							
COST CATEGORY / ITEM	FTEs	Base Period 1	Base Period 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
Staffing Salary Direct Costs (Details Required):							
Chaplaincy							
Classification & Intake							
Count Room							
Disciplinary							
Education							
Fiscal Analysis/Business Operations							
Food Service							
Human Resources							
Information Technology							
Laundry							
Law Librarian(s) & Support							
Mail / Postage							
Maintenance							
Offender Grievance							
Risk Management							
Security Administration							
Security & Security Supervisors							
Telecommunications							
Training							
Unit Supply (Necessities)							
Fringe Benefits							
<b>Sub-Total</b>	<b>0.0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* continued on next page



Facility Name: Bridgeport

Note: Additional rows are hidden and may be utilized as needed to list additional information.

ANNUAL OPERATING COSTS							
COST CATEGORY / ITEM	FTEs	Base Period 1	Base Period 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
<b>Facility and Material Direct Costs :</b>							
Chaplaincy							
Classification & Intake							
Count Room							
Disciplinary							
Education							
Fiscal Analysis/Business Operations							
Food Service							
Human Resources							
Information Technology							
Laundry							
Law Librarian(s) & Support							
Mail / Postage							
Maintenance							
Offender Grievance							
Risk Management							
Security Administration							
Security & Security Supervisors							
Telecommunications							
Training							
Unit Supply (Necessities)							
Fringe Benefits							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs (Details Required):</b>							
Building Cost							
Insurance Costs							
Depreciation							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Indirect Costs:</b>							
Overhead							
Contractor's Profit Margin							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Grand Total</b>		\$0	\$0	\$0	\$0	\$0	\$0

<b>Number of Beds</b>	-	-	-	-	-	-
<b>Operating Per Diem</b>	\$	\$	\$	\$	\$	\$

<b>Commissary Direct Staff Salaries (Informational Only)*</b>	\$	-	\$	-	\$	-	\$	-	\$	-
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\* Commissary Direct Staff Salaries are paid from facility generated revenue so these costs are not included when calculating the per diem or in the corporate G&A expenses.

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES

STAFFING PLAN

Facility Name: Kyle

Recommended Staffing Plan for 8 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Warden	Warden	1.0	0.0	0.0		0.0	W
Training Manager		1.0	0.0	0.0		0.0	PS
Business Manager		1.0	0.0	0.0		0.0	CAT
Human Resource Supervisor		1.0	0.0	0.0		0.0	CAT
Quality Assurance Manager		1.0	0.0	0.0		0.0	PS
Secretary		1.0	0.0	0.0		0.0	CAT
Administrative Clerk		2.0	0.0	0.0		0.0	CAT
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
Major of CO's	Major	1.0	0.0	0.0		0.0	PS OJT
DHO (Captain)	Captain	1.0	0.0	0.0		0.0	PS OJT
Shift Supervisor (Lieutenant)	Lieutenant	1.0	1.0	1.0		0.0	PS OJT
Assistant Shift Supervisor (Sergeant)	Sergeant	1.0	1.0	1.0		0.0	PS OJT
<b>TOTAL SECURITY SUPERVISORS</b>		<b>4.0</b>	<b>2.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
Offender Property/STG Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Armory/Key Control/Training Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
FTO	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Community Service/Yard Squad Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Education Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Visitation Officer	Correctional Officer	3.0	0.0	0.0		0.0	PS OJT
Transportation Officer	Correctional Officer	4.0	0.0	0.0		0.0	PS OJT
Central Control Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Perimeter Patrol Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Segregation Officer	Correctional Officer	1.0	1.0	1.0		0.0	PS OJT
Recreation Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Utility/Escort Officer	Correctional Officer	2.0	2.0	2.0		0.0	PS OJT
Medical Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Pod Control Officers	Correctional Officer	2.0	2.0	2.0		0.0	PS OJT
Housing Officers	Correctional Officer	4.0	4.0	4.0		0.0	PS OJT
<b>TOTAL SECURITY OFFICERS</b>		<b>25.0</b>	<b>12.0</b>	<b>11.0</b>	<b>0.0</b>	<b>0.0</b>	

Facility Name: Kyle

## Recommended Staffing Plan for 8 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
Unit Supply Coordinator	Inventory & Store Specialist II - Warehouse & Supply	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor	Program Supervisor IV - Unit Maintenance Supervisor	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Plumber	Maintenance Supervisor IV - Plumber	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Electrician	Maintenance Supervisor IV - Electrician	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - HVAC	Maintenance Supervisor IV - HVAC	1.0	0.0	0.0		0.0	PS
Maintenance Clerk		1.0	0.0	0.0		0.0	CAT
Food Service Manager	Food Service Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Food Service Manager	Food Service Manager II	1.0	1.0	0.0		0.0	PS
Laundry Manager	Laundry Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Laundry Manager	Laundry Manager II	1.0	0.0	0.0		0.0	PS
Chief of Unit Classification	Program Supervisor I - Chief of Unit Classification	1.0	0.0	0.0		0.0	PS
Countroom Clerk		1.0	0.0	0.0		0.0	CAT
Records Clerk		1.0	0.0	0.0		0.0	CAT
Commissary Coordinator	Inventory & Store Spec III - Commissary Manager	1.0	0.0	0.0		0.0	PS
Grievance Investigator	Investigator II - Offender Grievance	1.0	0.0	0.0		0.0	PS
Risk Manager	Safety Officer I - Risk Manager	1.0	0.0	0.0		0.0	PS
Mailroom Supervisor	Administrative Assistant III - Mailroom Supervisor	1.0	0.0	0.0		0.0	CAT
Mailroom Clerk		1.0	0.0	0.0		0.0	CAT
Counsel Substitute	Counsel Substitute I	1.0	0.0	0.0		0.0	PS
Chaplain	Chaplain I	1.0	0.0	0.0		0.0	PS
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>20.0</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Principal	Principal	1.0	0.0	0.0		0.0	ED
Education Counselor	Counselor	1.0	0.0	0.0		0.0	ED
Academic Instructor	Teacher	3.0	0.0	0.0		0.0	ED
Librarian	Librarian	0.1	0.0	0.0		0.0	ED
<b>TOTAL EDUCATION</b>		<b>5.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>62.1</b>	<b>15.0</b>	<b>13.0</b>	<b>0.0</b>	<b>0.0</b>	

**STAFFING NOTES**

\* TDCJ job titles must be used and are identified in Exhibit J.7.

\*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.

\*\*\* FTE's shall be rounded up or down to the nearest full FTE.

**Key:**

W = Pre-Service training for each Warden will be reviewed by TDCJ as part of the Warden approval process. Based on this review, TDCJ will determine on a case-by-case basis if additional training is required for the applicant prior to assignment.

PS = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

PS OJT = Pre-Service Part I with OJT (384 hours - must be completed prior to assignment).

ED = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

MED = 28 hour orientation for medical professionals must include 16 hours of topics from TDCJ's Correctional Awareness Training. TDCJ shall determine the elements comprising the 16 hours.

CAT = 32 hours of Correctional Awareness Training

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
STAFFING PLAN

Facility Name: Kyle

Recommended Staffing Plan for 12 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Warden	Warden	1.0	0.0	0.0		0.0	W
Training Manager		1.0	0.0	0.0		0.0	PS
Business Manager		1.0	0.0	0.0		0.0	CAT
Human Resource Supervisor		1.0	0.0	0.0		0.0	CAT
Quality Assurance Manager		1.0	0.0	0.0		0.0	PS
Secretary		1.0	0.0	0.0		0.0	CAT
Administrative Clerk		2.0	0.0	0.0		0.0	CAT
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>8.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
Major of CO's	Major	1.0	0.0	0.0		0.0	PS OJT
DHO (Captain)	Captain	1.0	0.0	0.0		0.0	PS OJT
Shift Supervisor (Lieutenant)	Lieutenant	1.0	1.0	0.0		0.0	PS OJT
Assistant Shift Supervisor (Sergeant)	Sergeant	1.0	1.0	0.0		0.0	PS OJT
<b>TOTAL SECURITY SUPERVISORS</b>		<b>4.0</b>	<b>2.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
Offender Property/STG Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Armory/Key Control/Training Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
FTO	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Community Service/Yard Squad Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Education Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Visitation Officer	Correctional Officer	3.0	0.0	0.0		0.0	PS OJT
Transportation Officer	Correctional Officer	4.0	0.0	0.0		0.0	PS OJT
Central Control Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Perimeter Patrol Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Segregation Officer	Correctional Officer	1.0	1.0	0.0		0.0	PS OJT
Recreation Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Utility/Escort Officer	Correctional Officer	2.0	2.0	0.0		0.0	PS OJT
Medical Officer	Correctional Officer	1.0	0.0	0.0		0.0	PS OJT
Pod Control Officers	Correctional Officer	2.0	2.0	0.0		0.0	PS OJT
Housing Officers	Correctional Officer	4.0	4.0	0.0		0.0	PS OJT
<b>TOTAL SECURITY OFFICERS</b>		<b>25.0</b>	<b>11.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

Facility Name: Kyle

## Recommended Staffing Plan for 12 Hour Shifts

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
Unit Supply Coordinator	Inventory & Store Specialist II - Warehouse & Supply	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor	Program Supervisor IV - Unit Maintenance Supervisor	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Plumber	Maintenance Supervisor IV - Plumber	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - Electrician	Maintenance Supervisor IV - Electrician	1.0	0.0	0.0		0.0	PS
Maintenance Supervisor - HVAC	Maintenance Supervisor IV - HVAC	1.0	0.0	0.0		0.0	PS
Maintenance Clerk		1.0	0.0	0.0		0.0	CAT
Food Service Manager	Food Service Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Food Service Manager	Food Service Manager II	1.0	1.0	0.0		0.0	PS
Laundry Manager	Laundry Manager IV	1.0	0.0	0.0		0.0	PS
Assistant Laundry Manager	Laundry Manager II	1.0	0.0	0.0		0.0	PS
Chief of Unit Classification	Program Supervisor I - Chief of Unit Classification	1.0	0.0	0.0		0.0	PS
Countroom Clerk		1.0	0.0	0.0		0.0	CAT
Records Clerk		1.0	0.0	0.0		0.0	CAT
Commissary Coordinator	Inventory & Store Spec III - Commissary Manager	1.0	0.0	0.0		0.0	PS
Grievance Investigator	Investigator II - Offender Grievance	1.0	0.0	0.0		0.0	PS
Risk Manager	Safety Officer I - Risk Manager	1.0	0.0	0.0		0.0	PS
Mallroom Supervisor	Administrative Assistant III - Mallroom Supervisor	1.0	0.0	0.0		0.0	CAT
Mallroom Clerk		1.0	0.0	0.0		0.0	CAT
Counsel Substitute	Counsel Substitute I	1.0	0.0	0.0		0.0	PS
Chaplain	Chaplain I	1.0	0.0	0.0		0.0	PS
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>20.0</b>	<b>1.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Principal	Principal	1.0	0.0	0.0		0.0	ED
Education Counselor	Counselor	1.0	0.0	0.0		0.0	ED
Academic Instructor	Teacher	3.0	0.0	0.0		0.0	ED
Librarian	Librarian	0.1	0.0	0.0		0.0	ED
<b>TOTAL EDUCATION</b>		<b>5.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>62.1</b>	<b>14.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

**STAFFING NOTES**

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\*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.

\*\*\* FTE's shall be rounded up or down to the nearest full FTE.

**Key:**

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PS = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

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ED = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

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CAT = 32 hours of Correctional Awareness Training

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
STAFFING PLAN

Facility Name: Kyle

Note: Additional rows are hidden and may be  
utilized as needed to list additional information

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY SUPERVISORS</b>							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY SUPERVISORS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SECURITY OFFICERS</b>							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SECURITY OFFICERS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
STAFFING PLAN

Facility Name: Kyle

Note: Additional rows are hidden and may be utilized as needed to list additional information.

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs ***	Training **
<b>EDUCATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
						0.0	
<b>TOTAL EDUCATION</b>		<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	
<b>Grand Total</b>		<b>0.0</b>	<b>0.0</b>		<b>0.0</b>	<b>0.0</b>	

**STAFFING NOTES**

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**CAT** = 32 hours of Correctional Awareness Training

**Relief Factors**

1. 7-Day Position (8 hr) = 1.7
2. 7-Day Position (12 hr) = 2.26
3. 5-Day Position = 1.0
4. Visitation = 0.6

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
BUDGET DETAIL

Facility Name: Kyle

Note: Additional rows are hidden and may be  
utilized as needed to list additional information.

ANNUAL OPERATING COSTS							
COST CATEGORY / ITEM	FTEs	Base Period 1	Base Period 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
<b>Staffing Salary Direct Costs (Details Required):</b>							
Chaplaincy							
Classification & Intake							
Count Room							
Disciplinary							
Education							
Fiscal Analysis/Business Operations							
Food Service							
Human Resources							
Information Technology							
Laundry							
Law Librarian(s) & Support							
Mail / Postage							
Maintenance							
Offender Grievance							
Risk Management							
Security Administration							
Security & Security Supervisors							
Telecommunications							
Training							
Unit Supply (Necessities)							
Fringe Benefits							
<b>Sub-Total</b>	<b>0.0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\* continued on next page



BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
BUDGET DETAIL

Facility Name: Kyle

Note: Additional rows are hidden and may be utilized as needed to list additional information.

ANNUAL OPERATING COSTS							
COST CATEGORY / ITEM	FTEs	Base Period 1	Base Period 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
<b>Facility and Material Direct Costs :</b>							
Chaplaincy							
Classification & Intake							
Count Room							
Disciplinary							
Education							
Fiscal Analysis/Business Operations							
Food Service							
Human Resources							
Information Technology							
Laundry							
Law Librarian(s) & Support							
Mail / Postage							
Maintenance							
Offender Grievance							
Risk Management							
Security Administration							
Security & Security Supervisors							
Telecommunications							
Training							
Unit Supply (Necessities)							
Fringe Benefits							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Other Direct Costs (Details Required):</b>							
Building Cost							
Insurance Costs							
Depreciation							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Indirect Costs:</b>							
Overhead							
Contractor's Profit Margin							
<b>Sub-Total</b>		\$0	\$0	\$0	\$0	\$0	\$0
<b>Grand Total</b>		\$0	\$0	\$0	\$0	\$0	\$0

<b>Number of Beds</b>	-	-	-	-	-	-	-
<b>Operating Per Diem</b>	\$	\$	\$	\$	\$	\$	\$

<b>Commissary Direct Staff Salaries (Informational Only)*</b>	\$	-	\$	-	\$	-	\$	-	\$	-
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\* Commissary Direct Staff Salaries are paid from facility generated revenue so these costs are not included when calculating the per diem or in the corporate G&A expenses.



Rev. 09/15

# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The TDCJ HUB goals are defined as:

- **17.5 percent for heavy construction other than building contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **36.9 percent for all building construction, including general contractors and operative builders contracts. This goal is higher than the statewide goal and therefore must be the utilized goal for this category,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

The TDCJ has determined that the HUB Category for this contract falls under the  
**Commodities Contracts Category.**  
 The HUB Goal for this category is therefore identified as **21.1 %**.

For assistance in completing the HSP contact:

Sharon Schultz @ 936-437-7026

sharon.schultz@tdcj.texas.gov

**SECTION-1: RESPONDENT AND REQUISITION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-2** **RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract\* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION

If you responded "No" to SECTION 2, Item a, in the space provided below **explain** how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

**SECTION-4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Title\_\_\_\_\_  
Date  
(mm/dd/yyyy)**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

***HSP Good Faith Effort - Method A (Attachment A)***

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**Enter your company's name here:**

Requisition #:

**IMPORTANT:** If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

## SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number:

**Description:**

## SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION A-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

[illegible]

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform; the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-qfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_

Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No
			<input type="radio"/> - Yes <input type="radio"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="radio"/> - Yes <input type="radio"/> - No
		<input type="radio"/> - Yes <input type="radio"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**

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Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_

Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification, the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%
	<input type="radio"/> - Yes <input type="radio"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_.

Central Time                      Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable





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## HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

*This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.*

Contract/Requisition Number: \_\_\_\_\_ Date of Award: \_\_\_\_\_ Object Code: \_\_\_\_\_  
 (mm/dd/yyyy) (Agency Use Only)

Contracting Agency/University Name: **Texas Department of Criminal Justice**

Contract Administrator Name: \_\_\_\_\_

Contractor (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_

Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Reporting (Month) Period: \_\_\_\_\_ Total Amount Paid this Reporting Period to Contractor: \$ \_\_\_\_\_

### Report **HUB** and Non-HUB subcontractor information

\*Note: Texas certified HUB status can be verified on line at: <https://mycpa.cpa.state.tx.us/tpasscmbfsearch/index.jsp>

Subcontractor's Name	*Texas certified HUB? (Yes or No)	Subcontractor's VID or HUB Certificate Number (Required if Texas certified HUB)	Total Contract \$ Amount from HSP with Subcontractor	Total \$ Amount Paid This Reporting Period to Subcontractor	Total Contract \$ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
<b>TOTALS:</b>			\$	\$	\$	

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TRADE ORGANIZATIONS/DEVELOPMENT CENTERS

ORGANIZATION	MAILING ADDRESS	PHONE	FAX	EMAIL
Asian Contractor Association	4201 Ed Bluestein Blvd., Austin, TX 78721	512-926-5400	512-926-5410	<a href="mailto:asiancontractor@gmail.com">asiancontractor@gmail.com</a>
Black Contractors Association – Dallas/Fort Worth	1409 S. Lamar Street, Suite 251, Dallas, TX 75215	214-485-0483	214-485-0467	<a href="mailto:rwashington@blackcontractors.org">rwashington@blackcontractors.org</a>
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Boulevard, Dallas, TX 75215	214-421-5200	214-421-5510	<a href="mailto:chum@dbcc.org">chum@dbcc.org</a>
DFW Minority Supplier Development Council	8828 N Stemmons Frwy, 5 <sup>th</sup> Floor, Suite 550, Dallas, TX 75247	214-630-0747	214-637-2241	<a href="mailto:construction@dfwmsdc.com">construction@dfwmsdc.com</a>
Dallas Hispanic Chamber of Commerce	4622 Maple Avenue, Suite. 207, Dallas, TX 75219	214-521-6007	214-520-1687	<a href="mailto:gquezada.gdhcc.com">gquezada.gdhcc.com</a>
Del Mar College PTAC, Corpus Christi Black C of C	101 Baldwin Blvd., CED-146, Corpus Christi, TX 78404	361-698-1025	361-698-1024	<a href="mailto:ptac@delmar.edu">ptac@delmar.edu</a>
El Paso Hispanic Chamber of Commerce	2401 E. Missouri, El Paso, TX 79903	915-566-4066	915-566-9714	<a href="mailto:treed@elpasombdcenter.com">treed@elpasombdcenter.com</a>
Fort Worth Metropolitan Black Chamber of Commerce	1150 South Freeway, Suite 211, Fort Worth, TX 76104	817-871-6538	817-332-6438	<a href="mailto:bbolden@fwmbcc.org">bbolden@fwmbcc.org</a>
Golden Triangle Minority Business Council	PO Box 5064, Beaumont, TX 77726-5064	409-962-8530	409-722-5402	<a href="mailto:hatcher.beverly@gtmcb.com">hatcher.beverly@gtmcb.com</a>
Greater Asian Chamber of Commerce	8001 Centre Park Dr. Suite 160, Austin, TX 78754	512-407-8240		<a href="mailto:Exec.Admin@AustinAsianChamber.org">Exec.Admin@AustinAsianChamber.org</a>
Greater Austin Black Chamber	912 E. 11 <sup>th</sup> Street, Suite A, Austin, TX 78702	512-459-1181	512-459-1183	<a href="mailto:nmc@austinbcc.org">nmc@austinbcc.org</a>
Greater Houston Business Procurement Forum	17071/2 South Post Oak Blvd., PMB 273, Houston, TX 77056	832-216-2185	713-436-8333	<a href="mailto:miltonthibodeaux@gmail.com">miltonthibodeaux@gmail.com</a>
Hispanic Contractors Association - Houston	7 Parker Road, Houston, TX 77076	832-883-5078		<a href="mailto:randymagdaleno@yahoo.com">randymagdaleno@yahoo.com</a>
Hispanic Contractors Association –San Antonio	800 Quintana Road. # 333 San Antonio, TX 78211	210-444-1100	210-444-1101	<a href="mailto:admin@hcadesa.org">admin@hcadesa.org</a>
Hispanic Contractors Association – Regional	2210 W. Illinois Avenue, Dallas, TX 75224-1636	972-786-0909	972-786-0910	<a href="mailto:yolanda@regionalhca.org">yolanda@regionalhca.org</a>
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 890, Houston, TX 77002	713-644-7070	713-644-7377	<a href="mailto:mzarate@houstonhispanicchamber.com">mzarate@houstonhispanicchamber.com</a>
Houston Minority Supplier Development Council	Three Riverway, Suite 555, Houston, TX 77056	713-271-7805	713-271-9770	<a href="mailto:angela.freeman@hmsdc.org">angela.freeman@hmsdc.org</a>
National Association of Minority Contractors Inc.–Houston	3825 Dacoma St., Houston, TX. 77092	713-843-3791	713-843-3777	<a href="mailto:info@namctexas.org">info@namctexas.org</a>
San Antonio Hispanic Chamber of Commerce	200 East Grayson, Suite 203, San Antonio, TX 78215	210-225-0462	210-225-2485	<a href="mailto:polett@sahcc.org">polett@sahcc.org</a>
Southwest Minority Supplier Development Council	912 Bastrop Highway, Suite. 101, Austin, TX 78741	512-386-8766	512-386-8988	<a href="mailto:smsdc@smsdc.org">smsdc@smsdc.org</a>
Texas Association of African American Chambers of Commerce (TAAACC)	4100 NW Loop 410 Suite 230, San Antonio, TX 78229	512-659-2160		<a href="mailto:xenia@smsdc.org">xenia@smsdc.org</a>
	P.O. Box 13064, Austin, TX 78711-3064	512-535-5610		<a href="mailto:taaacc179@yahoo.com">taaacc179@yahoo.com</a>
Texas Association of Historically Underutilized Businesses	7518 Robert Kleburg Lane. Austin, TX 78749	512-468-0113	915-585-7751	<a href="mailto:rmata@tgsaustin.com">rmata@tgsaustin.com</a>
Texas Association of Mexican American Chambers of Commerce (TAMACC)	P.O. Box 41780, Austin, TX 78704	512-444-5727		<a href="mailto:panton@tamacc.org">panton@tamacc.org</a>
Tri-County Black Chamber of Commerce	P.O. Box 88376, Houston, TX 77288	832-875-3977	281-336-0870	<a href="mailto:procurement@tcbcc.org">procurement@tcbcc.org</a>
U.S. Hispanic Contractors Association de Austin	920 E. Dean Keeton, Austin, TX 78705	512-922-0507		<a href="mailto:info@ushca-austin.com">info@ushca-austin.com</a>
U.S. Pan Asian American Chamber of Commerce SW	202 E. Border Street, Suite 144, Arlington, TX 76010	682-367-1393	817-469-9485	<a href="mailto:gmcdermott@uspaacc-sw.org">gmcdermott@uspaacc-sw.org</a>
Women's Business Council - Southwest	2201 North Collins, Suite 158, Arlington, TX 76011	817-299-0566	817-299-0949	<a href="mailto:asteele@wbcsouthwest.org">asteele@wbcsouthwest.org</a>
Women's Business Enterprise Alliance (WBEA)	9800 NW Frwy, Suite 120, Houston, TX 77092	713-681-9232	713-681-9242	<a href="mailto:bids@wbea-texas.org">bids@wbea-texas.org</a>
Women Contractors Association (WCA)	P.O. Box 70966, Houston, TX. 77270	713-807-9977	713-807-9917	<a href="mailto:director@womencontractors.org">director@womencontractors.org</a>



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# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HUB SUBCONTRACTOR LISTING - CORRECTIONAL SERVICES / CORRECTIONS MANAGEMENT SERVICES							
Company Name	Contact Person	City	Zip	Email	Phone	Fax	Business Description
A 2 Z RECOVERY OUTREACH CENTER	Harman Ford	GARLAND	75043	a2zroc@yahoo.com	903-259-6723	903-259-6782	outpatient treatment facility specializing in the treatment & education of drug addiction. We offer drug assessments, individual counseling & group therapy, including random drug testing.
A AND J CONSULTING GROUP, LLC	SHITONDA JOHNSON	HOUSTON	77221-4416	ajconsultinggrouppllc@consultant.com	713-829-3342	713-401-9001	CONSULTING & BUSINESS OPRS IN THE FOLLOWING FIELDS; LAW ENFORCEMENT, BUSINESS CONSULTING, BUSINESS START UPS/OPRS, COMMUNITY CARE/SOCIAL SERV CONTRACTOR, PROGRAM IMPLEMENTATION, CHILDCARE
ABODE TREATMENT INC	MCKINLEY JR.	FORT WORTH	76113	abode76108@yahoo.com	817-246-8677	817-922-9809	SUBSTANCE ABUSE TREATMENT
AJP GROUP, LLC	Albert Price, Jr.	DALLAS	75380	james.price@citovation.com	240-601-5349		Management consulting, technology services and outsourcing company helping federal,state,county and municipal governments and private sector clients achieve their strategic objectives.
ALLIED COUNSELING CENTER & FORENSICS	Joann Ondrovik	PARIS	75462	jondrovik@yahoo.com	903-785-0746	903-785-2982	Psychology: Various Counseling services, forensic psychology, and sex offender treatment.
BETH ANN LARSEN, LCSW	Beth Ann Larsen	WIMBERLEY	78676-4203	larsen8101@gmail.com	512-923-2384		Consultant in mental health, criminal justice and early childhood education.
CAROLYN JOYCE BARKSDALE, INC.	Victor Quiroga	SAN ANTONIO	78228-1404	vq@cjbinc.net	210-819-5834	210-819-5830	Diversified staffing services for all types of Professionals, Technicians, Medical Administrative, Educational and varied labor categories staffing.
COPIA CONSULTING L.L.C.	Angela Luck	AUSTIN	78759	aluck@copiaconsulting.com	512-519-9977	512-519-9977	BUSINESS CONSULTING SERVICES, EVALUATION, STRATEGIC PLANNING, SYSTEMS CHANGE FACILITATION.
CROW CONSULTATION/TRENDSETTERS 2000+	HAROLD L. CROW	LUBBOCK	79493	trendsettershd@msn.com	806-781-1848	806-783-9037	CONSULTANT, FACILITATOR OF SOCIAL SERVICES

ENDLESS OPPORTUNITIES, INC.	Johnell Fernandez	KATY	77494-3021	jfernandez@endlesscorp.com	832-468-9311	832-831-9185	Social Services and such as psychiatric and substance abuse (assessments, medication monitoring, psychotherapy-individual, family and groups, and crisis intervention) Substance abuse assessment and outpatient services.
FAMILY RESTORATION AND ECONOMIC	ROBIN HARRISON	HOUSTON	77090	wininwellness@yahoo.com	281-836-2614		Health and Wellness, community development, economic development, general merchandise, stress management, and health products.
HOLLIS RUTLEDGE AND ASSOCIATES, INC.	HOLLIS V. RUTLEDGE, JR.	MISSION	78572-5373	sheila.pankratz@gmail.com	956-583-0002	956-583-0500	CONSULTING.
HP EXECUTIVE SOLUTIONS	Dr. Shanta Proctor	HOUSTON	77450	shanta.proctor@gmail.com	832-510-4737	888-897-8072	Business outsourcing group providing customized management services that produce clear strategies for growth and sustainability, specializing in: * Program Evaluation & Monitoring * Business & Proposal Development * Customized Business Services
KIJANA MARTIN	Kijana Martin	IRVING	75016-5943	coach@kijanamartin.com	972-201-4286		Health & Human Services promoting self-sufficiency, training & instructional workshops: financial, parenting, life & job skills, court intervention services, motivational speaker, youth mentoring, life coaching.
KMR CONSULTS AND INVESTIGATIONS	Kenneth M. Riley	SAN ANTONIO	78251-2560	kriley@thekmrfirm.com	210-681-4474	219-681-8474	Private/Background Investigations/Insurance/Fraud, Security Consults, Research, Analysis, Disaster Preparedness, Homeland Security, Police Equipment, Disaster Supplies, Program and Project Management, Professional Services, Emergency Response
LET STAFFING	Valerie Johnson	LANCASTER	75146	vjohnson@letstaffing.com	972-546-3775	972-546-3774	Provide Staffing Services Direct Hire and Temporary to Direct Hire in addition to career development training.

LOVE 2 TEACH EDUCATIONAL &	Francis Germany	HOUSTON	77272-0602	love2teachllc@yahoo.com	832-870-5610	832-731-4291	Educational classes Psycho Educational classes Counseling Human Services Social Services Texas Offender Proider Classes
NASARE ENTERPRISES, LLC.	Nana K. Asare	HOUSTON	77004-4184	nana@nasarediscovery.com	832-566-4026		provides technology and information management consulting services to the legal, healthcare, governmental, construction, higher education industries. The firm is also an authorized reseller of software and hardware.
NICOLAS CARRASCO, PH.D.	Nicolas Carrasco	AUSTIN	78752	dr.nick.carrasco@gmail.com	512-845-7105	512-804-1770	Counseling and psychological testing
NORTH TEXAS HORIZONS LLC	Derek Wright	IRVING	75039-2001	dwright@Spe.com	972-490-5151	972-503-4344	Education
PRECISION COMPASS CONSULTING GROUP, INC.	Pablo R. Hernandez	CORPUS CHRISTI	78426-0635	PaulHernandez@pccgi.net	361-500-3723		Consulting firm specializing in youth services, operations, and fiscal management.
SMITH DEMART SMITH, INC.	Cleopatra Smith	CORPUS CHRISTI	78415-5303	sdsinc2@sbcglobal.net	361-857-6633	361-857-6636	We currently hold contracts for food service and grounds maintenance in Nueces County, Texas.
SOUTH TEXAS FAMILY CONNECTIONS	LUPE VALDEZ	CORPUS CHRISTI	78468	STXFAMILYCONNECTIONS@GMAIL.COM	361-334-4046		We offer a series of educational seminars and workshops to enhance personal growth and family wellness for at-risk families.
SOUTH TEXAS HORIZONS LP	Derek Wright	SAN ANTONIO	78230	dwright@Spe.com	210-308-8200	210-349-8269	Computer Information Technology and Medical Billing and Coding instruction. Business consulting, Education.
STATEHOUSE GROUP	MRIDUL RAHMAN	AUSTIN	78737	MRIDUL@STATEHOUSEGROUP.COM	512-797-1038	814-284-0197	MGMT CONSULTING - STRATEGY CONSULTING, PROJECT MGMT, BUSINESS PROCESS REENGINEERING
STRATEGIC PARTNERSHIPS, INC.	Kirk Yoshida	AUSTIN	78746-5747	kyoshida@spartnerships.com	512-531-3900	512-531-3990	Consulting Services in a wide area of expertise.
TAJ MANAGEMENT, LLC	Varnell Johnson	SAN ANTONIO	78251-3327	vjohnson@tajmanagement.us	210-485-6126	210-679-6653	Specialize in Human Resources Consulting, General Management and Support Services, and Personnel Training and Development.

TEXAS PRISONER TRANSPORTATION DIVISION,	Tephane A. Brees	THRALL	76578	tbrees@tpdt.us	512-898-4123	512-898-4127	Prisoner extradition Safe, timely, & secure Transportation of males, females, juveniles, mental, & special needs inmates. Woman owned and centrally located in Taylor, Texas.
THE BEST OPTION, LLC	Helen Bennett-Lopez	SAN ANTONIO	78201-3269	Helen.Bennett-Lopez@thebestoptionsa.com	210-265-1133	210-259-8528	To deliver integrated substance abuse counseling and education services for those persons over the age of 18 wanting to live a life free from alcohol and drug addiction in an outpatient treatment setting.
THE LEEWARD TEAM, LLC	Julyan Lee	HOUSTON	77002-4313	jlee@leewardteam.com	877-633-2570	713-456-2179	Organizational change management and training for technology (IT) implementation and business transformation initiatives.
THE WESTFIELD CORPORATION	Michael Phillips	HOUSTON	77006-6136	administration@thewestfieldhouse.org	713-528-2008	713-528-2080	for profit company who's specialized in housing and counseling services to youth, seniors, and disabled vets. Our main office is in Houston, Texas. Our company is recognized as a (HUB)(ESBE)(MBE)(SBE)(VBE). We are members of the (TCBCC)(JJAT)
TOTUS COUNSELING GROUP	Obukohwo Uwanogho	SUGAR LAND	77479	obuko.uwanogho@totgr.com	888-681-3002	888-681-3004	Provides Mental Health Counseling; Psychological Assessments; and Testing for Individuals, Groups and Family.
WELLSPRING FAMILY & COMMUNITY INSTITUTE	David Jones	HOUSTON	77060-3169	djones.wellspring@gmail.com	281-272-1998	888-467-1878	Children, adults, and family counseling. Mental health care for children, individuals, adults and marriages. Cognitive solution-based therapy, crisis counseling, inmate release support, Veterans PTSD and children of incarcerated parents therapy.
Reita Johnson - August 18, 2016							

	<b>STANDARD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>	<b>PAYMENT ADJUSTMENT CALCULATION</b>
1.	The Contractor shall staff all positions with qualified employees, including special certification and licenses where applicable.	Less than or equal to sixty (60) Days for Non-Uniformed positions not requiring Pre-Service, per AD-12.20, or security supervisor/ administrator positions.  Less than or equal to ninety (90) Days for Correctional Officer positions or Non-Uniformed positions requiring Pre-Service, per AD-12.20.	Greater than sixty (60) Days for Non-Uniformed positions not requiring Pre-Service, per AD-12.20, or security supervisor/ administrator positions.  Greater than ninety (90) Days for Correctional Officer positions or Non-Uniformed positions requiring Pre-Service, per AD-12.20.	Reduce by an Average Daily Salary (see Attachment A) for each Day a position remains vacant in excess of sixty (60) or ninety (90) Days.
2.	The Contractor shall follow all requirements regarding initial employment and re-employment of employees, i.e. obtaining and maintaining a copy of satisfactory background checks and obtaining and maintaining all Department approvals for employees with criminal convictions / pending charges. These requirements are mandatory prior to being assigned to a position and having contact with Offenders.	100%	Less than 100%	Reduce \$50.00 per Day.
3.	The Contractor shall obtain from the Department and maintain a copy in employee files, prior written approval to hire all Upper-Level Management staff as directed.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) for each Day the position was filled with a non-approved individual.
4.	The Contractor shall maintain valid current insurance policies as directed.	Valid current insurance policies.	Lapsed policy or policy not meeting Contract requirements.	Reduce \$1,000.00 per Day for which mandated insurance coverage was not in effect. Facility has twenty (20) Days to cure before this becomes an Event of Default.
5.	The Contractor shall accurately and completely report all Uses of Force, in accordance with Department's Use of Force Plan.	100%	Less than 100%	Reduce by \$100.00 for errors 1 through 5; Reduce by \$200.00 for errors 6 through 10; Reduce by \$500.00 for errors in excess of 10.  Reduce \$100.00 for each Day the report is not accurate and complete.
6.	The Contractor shall submit all Uses of Force within fifteen (15) Days of incident occurrence in accordance with Department Policy.	Less than or equal to fifteen (15) Days	Greater than fifteen (15) Days	Reduce \$100.00 for every Day past the required fifteen (15) Days.



	<b>STANDARD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>	<b>PAYMENT ADJUSTMENT CALCULATION</b>
7.	The Contractor shall make the initial notification to the Emergency Action Center (EAC) and appropriate Department Staff (i.e. Contract Monitor) of all incidents within three (3) hours of the incident in accordance with Department Policy.	Less than or equal to three (3) hours from incident	Greater than three (3) hours from incident	Reduce \$200.00 for every thirty (30) minute interval beyond the acceptable three (3) hours (with a maximum of six (6) intervals). Any notification received after this time will be reduced an additional \$300.00.
8.	The Contractor shall send a preliminary written report to EAC and appropriate Department Staff (i.e. Director of Operations Monitoring Section, Regional Contract Monitor Supervisor, Contract Monitor) within three (3) hours following the initial notification of the incident.	Less than or equal to three (3) hours from incident	Greater than three (3) hours from incident	Reduce \$200.00 for every thirty (30) minute interval beyond the acceptable three (3) hours (with a maximum of six (6) intervals). Any notification received after this time will be reduced an additional \$300.00.
9.	The Contractor shall accurately and completely report all Administrative Review of Incident Reports.	100%	Less than 100%	Reduce by \$100.00 for errors 1 through 5; Reduce by \$200.00 for errors 6 through 10; Reduce by \$500.00 for errors in excess of 10.  Reduce \$100.00 for each Day the report is not accurate and complete.
10.	The Contractor shall submit all Administrative Review of Incident Reports to the designated Department staff within ten (10) working days (Monday-Friday, excluding Texas state holidays as defined by the legislature) of incident occurrence in accordance with Department Policy.	Less than or equal to ten (10) working days	Greater than ten (10) working days	Reduce \$100.00 for each Day the report is not accurate and complete.
11.	The Contractor shall process Offender disciplinary cases in accordance with Department Disciplinary policy to ensure cases do not lapse.	100%	Less than 100%	Reduce \$100.00 for each lapsed case.
12.	The Contractor shall process all disciplinary cases to ensure a satisfactory completion ratio (good/bad) not to exceed a 90/10 ratio.	Less than or equal to 10%	Greater than 10%	Reduce \$100.00 for every percentage above 10%.
13.	The Contractor shall achieve and/or maintain ACA accreditation, to include ACA Performance-Based Correctional Health Care Program, throughout the Contract.	Accreditation achieved and/or continuously maintained throughout the Contract.	Accreditation not achieved and/or maintained throughout the Contract.	Reduce \$500.00 for each Day that certification fails to be achieved and/or maintained throughout the Contract. Facility has twenty (20) Days to cure before this becomes an Event of Default.
14.	The Contractor shall deploy staff to all correctional supervisor and correctional officer Posts.	100% of correctional supervisor and correctional officer Posts are manned.	Less than 100% of correctional supervisor and correctional officer Posts are manned.	Reduce by the Average Daily Salary (see Attachment A) for a correctional officer for a Post not manned or for a Post not manned by a qualified trained staff.

	<b>STANDARD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>	<b>PAYMENT ADJUSTMENT CALCULATION</b>
15.	The Contractor shall submit a written response to the Department detailing the corrective action taken to address any items of non-compliance within twenty (20) Days of receiving written notice of the item from the Department.	Less than or equal to twenty (20) Days from the first response	Greater than twenty (20) Days from the first response	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day past the acceptable response time.
16.	Contractor shall correct all identified areas of non-compliance, as identified by the Department, within twenty (20) Days or by the date of a Department approved extension, as directed in Section E.1.C.1.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day an issue of non-compliance is not corrected within twenty (20) Days or by the date of a Department approved extension.
17.	Contractor shall correct all identified areas of non-compliance, as identified by a Government regulatory agency, as directed in Section E.1.C.3.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day past the deadline established by the agency.
18.	In the absence of the teacher, educational services must continue to be provided by a Substitute Teacher.	Educational programs are conducted by a substitute.	Educational programs are not conducted.	Reduce by \$150.00 for each class that is not conducted.
19.	The Contractor shall ensure any Offenders released from custody are eligible and approved for release in accordance with all applicable Department Policy.	No erroneous release of Offenders.	Any erroneous release of an Offender.	Reduce \$10,000.00 for each erroneous release. Reduce \$1,000.00 for each Day the Offender remains out of custody, at the discretion of the TDCJ-PFCMOD Director.
20.	The Contractor shall ensure Offenders do not escape from custody and are held in accordance with all applicable Departmental Policy.	No escape of Offenders.	Any escape of an Offender.	Reduce \$25,000.00 for each escape. Reduce \$1,000.00 for each Day the Offender remains out of custody, at the discretion of the TDCJ-PFCMOD Director.
21.	Complete Position Vacancy Report (PVR), Position Control Number (PCN) Listing, Staff Overtime Report, Staff Statistics Report, Education Services Report, Education Services Approved Instructor and Substitute Log, and Monthly Contractor Invoice(s) or reports deemed applicable by the Department, must be typed and submitted accurately by the fifth (5th) working day of the month.	100%	Less than 100%	Reduce by the Average Daily Salary (see Attachment A) for a Warden each Day the report is late.  Reduce by \$100.00 per identified error.

	<b>STANDARD</b>	<b>ACCEPTABLE</b>	<b>UNACCEPTABLE</b>	<b>PAYMENT ADJUSTMENT CALCULATION</b>
22.	Unauthorized purchase/reimbursement from the Facility commissary account without an approved Fund Expenditure Request (FER) or an unauthorized equipment purchase without an approved Pre-Approval Request.	100%	Less than 100%	Reduce by \$500.00 for any unauthorized purchase/reimbursement.
23.	The Contractor shall conduct drug tests of Offenders currently assigned to the Facility within the required time frame.	100%	Less than 100%	Reduce by \$50.00 per Offender not drug tested within the required time frame.
24.	The Contractor shall process Offender Step 1 Grievances in accordance with Department Policy timeframes.	100%	Less than 100%	Reduce by \$100.00 for each Day the grievance is late.
25.	The Contractor shall replace or repair any item of the Facility's infrastructure or any state-owned equipment that is inoperable beyond repair and is \$25,000 or less within thirty (30) days from the date of discovery or by the date of a Department approved extension.	Less than or equal to thirty (30) Days	Greater than thirty (30) Days	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day the equipment has not been repaired or replaced beyond the acceptable time.
26.	The Contractor shall maintain organized, complete and accurate Offender Records and Employee Personnel files.	100%	Less than 100%	Reduce by \$25.00 for each file that is non-compliant
27.	The Contractor shall correct all identified areas of non-compliance in regards to PREA and ACA standards deemed applicable and within the time frame determined by the Department or by the date of a Department approved extension.	100%	Less than 100%	Reduce by an Average Daily Salary (see Attachment A) of the Warden for each Day an issue of non-compliance is not corrected within the time frame set forth by the Department.
28.	The Contractor shall correct all identified areas of non-compliance in regards to TDCJ Division Level Operational Reviews deemed applicable and within the time frame determined by the Department as directed in Section E.1.C.2	100%	Less than 100%	Reduce by \$1,000.00 for each high impact finding(s) after the TDCJ Follow-Up Operational Review.  Reduce by \$250.00 for all other finding(s) after the TDCJ Follow-Up Operational Review.

The Department has the right to withhold the monthly Payment or temporarily suspend some or all of the Payment adjustments identified in the above table. Decisions to suspend Payment adjustments will be made by the TDCJ-PFCMOD Director and will be conveyed to the Contractor by letter. Decisions and notifications to reinstate Payment adjustments will be handled in a similar manner.

**Compliance Standards  
Average Daily Salary Schedule**

Position Description	Base		Option 1		Option 2	
	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Warden / Asst Warden / Major	\$ 401	\$ 413	\$ 425	\$ 438	\$ 451	\$ 465
Business Manager / Bookkeeper / Personnel	\$ 292	\$ 301	\$ 310	\$ 319	\$ 329	\$ 339
Education	\$ 292	\$ 301	\$ 310	\$ 319	\$ 329	\$ 339
Captain / Lieutenant / Sergeant	\$ 223	\$ 230	\$ 237	\$ 244	\$ 251	\$ 259
Unit Support	\$ 205	\$ 211	\$ 217	\$ 224	\$ 230	\$ 237
Admin Asst / Secretary / Clerk / Receptionist	\$ 205	\$ 211	\$ 217	\$ 224	\$ 230	\$ 237
Mailroom Supervisor	\$ 193	\$ 199	\$ 205	\$ 211	\$ 218	\$ 224
Safety Officer / Coordinator – Greivance, Training & Compliance	\$ 193	\$ 199	\$ 205	\$ 211	\$ 218	\$ 224
Correctional Officer	\$ 183	\$ 188	\$ 194	\$ 199	\$ 205	\$ 212

## TEXAS DEPARTMENT OF CRIMINAL JUSTICE

## EXAMPLES OF FILES, RECORDS AND LOGS FOR RETENTION

1. Pre-Hearing Detention (PHD) Log.
2. Unit Administrative Segregation File form (I-216 Activity Log, I-201 Segregation Confinement Record.
3. Major/Minor Use Of Force Logs.
4. Copies of Major and Minor UOF Reports dated back to last TDCJ notice of destruction E-mail.
5. Grievance Log (TDCJ Mainframe Database and hard copy).
6. Unit copies of Step 1 Grievances (with supporting investigative documents).
7. Tracking Rosters (TDCJ Mainframe Database and Unit original Turn Out Rosters).
8. Administrative Segregation Sign In/Out Visitor Log.
9. Medical Visitation to Administrative Segregation Documentation.
10. Offender Visitor Logs.
11. Sick Call Request Logs.
12. Sick Call Requests.
13. Law Library Logs.
14. Notary Log (regardless if employee is in capacity).
15. Offender/Employee Safety Training Records.
16. Pre-Service Training Record TNG-100 and In-Service Training Record TNG-99.
17. Material Safety Data Sheets for all chemicals previously/currently used.
18. Food Service Records (To include Daily Cook's Worksheets and menus).
19. Offender Mail Logs.
20. Unit copies of Open Record Request.
21. Offender Welfare Fund Records.
22. I-136 Offender Personal Property receipts (Incoming/Outgoing, confiscated, piddling property).
23. AD-90 form Offender Property Log (confiscated).
24. AD-91 form Offender Property Tag (confiscated).
25. Use of Force Equipment Inventory Log.
26. AD-39 Armory Weapons sign-out Log.
27. Use of Force Equipment Maintenance Records.
28. Key/Lock Destruction Logs.
29. Key Inventory Records.
30. Tool Destruction Log.
31. Offender Unit Classification Files.
32. Offender (individual) Medical File.
33. Non-TDCJ Mainframe Database and hard copy of Offender Information (Education, Medical, etc.).
34. Any Non-TDCJ Computer Database and hard copies of Maintenance information (Work orders, yearly Logs, and equipment cards).
35. Non-TDCJ Mainframe Database and hard copy of State Owned Equipment Inventory.
36. Manuals/Warranty Information for State Owned equipment.
37. Employee background investigation Reports (if completed).
38. Employee fingerprint cards (original).

39. Copies of Employee Professional Licenses (Medical, Education, and Substance Abuse).
40. Offender Injury Reports.
41. Offender Recreation Logs.
42. Craft Shop Records/Reports (Piddler list, approved vendors, etc. if operating a craft shop).
43. Daily Shift Rosters (Previous 90 Days).
44. Daily Activity Logs.
45. Daily Visitor Sign In/Out Records (non-offender visitors).
46. Daily In/Out Vehicle Log.
47. Medical Biohazard Log.
48. Offender Pharmacy Records.
49. All Medical Monthly Reports.
50. Medical Infection Control Log.
51. Educational past/current Curriculum Plans (Past 3 years and current year).
52. Blueprints, "As Built" Drawings.
53. Personal Protective Equipment Inventories (State-owned equipment).
54. Comprehensive Inspection Reports.
55. Evacuation Plans.
56. Fire Watch Plans (if applicable).
57. Workplace Chemical List (Tier II Reporting).
58. Disaster Preparedness and Recovery Plans.
59. Classification Committee Dockets.
60. Offender Protection Logs.
61. Audio Recordings of Major Disciplinary Hearings (2 years).
62. Disciplinary System (DI00) Management Screen Reports (2 years).
63. Daily Packet and Weapons Log.
64. Pepper Fogger Log.
65. Disciplinary Cases – See TDCJ Records Retention Schedule.
66. Employee Return to Work Approvals (Criminal offense charge, arrest, conviction, indictment).

**Notes:**

1. This above list includes examples and is not all inclusive.
2. The Contractor shall comply with the Department Records Retention Schedule as well as retention requirements identified in Department policy.
3. During the term of this Contract, additional files, records and logs may be identified for retention at the sole discretion of the Department.

**Texas Department of Criminal Justice****Job Description Minimum Qualifications  
For TDCJ Positions Listed Below****SECURITY ADMINISTRATION\*****Warden**

Sixty (60) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). An additional thirty (30) semester hours from an accredited college or university may be substituted for one (1) year of non-supervisory experience. A Bachelor's degree in Criminal Justice or a related field from an accredited college or university may be substituted for two (2) years of the required non-supervisory experience.

Ten (10) years full-time, wage-earning adult correctional custody or adult criminal justice program administration experience to include six (6) years in the supervision of employees.

**SECURITY SUPERVISORS****Major**

Graduation from an accredited senior high school or equivalent or GED.

Six (6) years full-time, wage-earning correctional custody or law enforcement experience to include three (3) years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. At least one (1) year of the supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

**Captain**

Graduation from an accredited senior high school or equivalent or GED.

Four (4) years full-time, wage-earning correctional custody or law enforcement experience to include two (2) years in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. At least one (1) year of supervisory experience must be as a mid-level manager (supervisor of supervisors). Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

**Lieutenant**

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning correctional custody or law enforcement experience to include one (1) year in the supervision of employees. Operational Review Sergeant or Security Threat Group Sergeant experience may be substituted for supervisory experience for a maximum substitution of one (1) year. Thirty (30) semester hours with a minimum of six (6) semester hours in Criminal Justice from a college or university accredited by an organization recognized by the Council for

Higher Education Accreditation (CHEA) or United States Department of Education (USDE) may be substituted for one (1) year of non-supervisory experience for a maximum substitution of one (1) year.

Sergeant

Graduation from an accredited senior high school or GED equivalent.

Two (2) years full-time, wage-earning correctional custody or law enforcement experience.

## SECURITY OFFICERS

**Includes Correctional Officers assigned to Security Threat Group, Accreditation (ACA), Transportation, Law Library, etc.**

Correctional Officer

Graduation from an accredited senior high school or equivalent or GED.

Continued employment is contingent upon passing exams and skill tests in the TDCJ Correctional Officer Pre-service Training Academy.

## SUPPORT OPERATIONS & PROGRAMS\*

Laundry Manager IV  
Unit Laundry

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Business Administration, Public Administration, Hotel or Restaurant Management, or a related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning correctional, commercial, or institutional laundry experience.

Laundry Manager II  
Unit Laundry

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in the operation of a commercial or institutional laundry.

--- OR ---

One (1) year wage-earning experience in supply to include purchasing or inventory and stock control. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education (CHEA) or by the United States Department of Education (USDE) may be substituted for six (6) months of the required supply experience.

--- OR ---

Eighteen (18) months full-time, wage-earning experience in the supervision of employees or Offenders.

Food Service Manager IV

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Business Administration, Food Service Management, Hotel or Restaurant Management, or a



related field preferred. Each year of experience as described below in excess of the required one (1) year may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Equivalent technical or trade school courses in the field of culinary, hotel, or restaurant management may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

One (1) year full-time, wage-earning experience in correctional, commercial, or institutional food service preparation or management.

One (1) year full-time, wage-earning experience in the supervision of employees.

#### Food Service Manager II

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in correctional, commercial, or institutional food preparation or food service management experience or eighteen (18) months of correctional custody law enforcement experience.

#### Inventory & Store Spec III Commissary Manager

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning commissary, retail sales, inventory management experience.

--- OR ---

Two (2) years full-time, wage-earning commissary, retail sales, or inventory management experience and one (1) year full-time, wage-earning correctional custody or law enforcement experience.

#### Inventory & Store Spec II Warehouse and Supply

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning supply, warehouse operations, inventory and stock control, or purchasing experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted on a year-for-year basis for a maximum substitution of one (1) year.

#### Program Supervisor IV Unit Maintenance Supervisor

Graduation from an accredited senior high school or equivalent or GED.

Seven (7) years full-time, wage-earning facilities maintenance or construction experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted on a year-for-year basis for a maximum substitution of three (3) years.

Two (2) years full-time, wage-earning experience in the supervision of employees or Offenders.

#### Maintenance Supervisor IV Electrician, General Maintenance, and Construction

Graduation from an accredited senior high school or equivalent or GED.

Three (3) years full-time, wage-earning experience as an electrician in maintenance, construction, or an industrial environment. Completion of an apprenticeship program may substitute for two (2) years of the required experience.

--- OR ---

Graduation from a program in electrical maintenance or construction from an accredited technical or vocational school may substitute for two (2) years of the required experience.

--- OR ---

Graduation from a program in electrical maintenance or construction from a military technical training school may substitute for two (2) years of the required experience

Maintenance Supervisor IV  
Heating, Ventilation, Air  
Conditioning, Refrigeration,  
General Maintenance, and  
Construction – Universal  
Certification

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning experience in the operation, repair, and maintenance of HVAC or refrigeration systems and equipment. Thirty (30) semester hours from a college or university accredited by an organization by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE) may be substituted for each year of experience on a year-for-year basis for a maximum substitution of one (1) year

--- OR ---

An associate's degree in HVAC or refrigeration from a college or university accredited by CHEA or USDE

--- OR ---

Completion of a program in HVAC or refrigeration from a trade or technical school accredited by CHEA or USDE

--- OR ---

Completion of a program in HVAC or refrigeration from a U.S. military technical training school.

Current Environmental Protection Agency approved Type 608 Universal Refrigerant Containment Certification.

Must maintain valid certification for continued employment in position.

Maintenance Supervisor IV  
Plumber, Water, General  
Maintenance, Construction

Graduation from an accredited senior high school or equivalent or GED

Three (3) years full-time, wage-earning experience in plumbing or pipefitting.

Chaplain I

Bachelor's degree from a seminary or university accredited by an organization recognized by Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Ministry, Divinity, Religious Studies, a Behavioral Science, or a related field.

--- OR ---

Graduation from an accredited senior high school or equivalent or GED and four (4) years full-time, wage-earning ministerial experience or equivalent with documentation from supervising clergy. Thirty (30) semester hours from a seminary or university accredited by the CHEA or by the USDE may be substituted for one (1) year of experience on a year-for-year basis.

Must possess a written ecclesiastical endorsement by the applicable religious authority.

Must maintain valid ecclesiastical endorsement for continued employment in position.

Program Supervisor I  
Chief of Unit Classification

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in a Behavioral Science, Criminal Justice, or a related field preferred. Each year of experience as

described below in excess of the required three (3) years may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Three (3) years full-time, wage-earning correctional custody, law enforcement, Offender case management, or correctional unit operations experience.

One (1) year full-time, wage-earning Offender classification experience.

Administrative Assistant III  
Mail Room Supervisor

Graduation from an accredited senior high school or equivalent or GED.

Two (2) years full-time, wage-earning mail room operations experience.

--- OR ---

Three (3) years full-time, wage-earning correctional unit operations experience.

Investigator II  
Offender Grievance

Bachelor's Degree from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or by the United States Department of Education (USDE). Major course work in Criminal Justice, a Behavioral Science, or a related field preferred. Each year of full-time, wage-earning criminal justice experience may be substituted for thirty (30) semester hours from an accredited college or university on a year-for-year basis.

Counsel Substitute I

Graduation from an accredited senior high school or equivalent or GED.

Three (3) months full-time, wage-earning Offender discipline experience.

--- OR ---

Two (2) years full-time, wage-earning criminal justice experience. Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) may be substituted for each year of experience on a year-for-year basis.

Safety Officer I  
Risk Management

Graduation from an accredited senior high school or equivalent or GED.

One (1) year full-time, wage-earning experience in risk management or a related field (e.g., loss control, workers' compensation, environmental science, occupational safety or industrial hygiene). Thirty (30) semester hours from a college or university accredited by an organization recognized by the Council for Higher Education Accreditation (CHEA) or United States Department of Education (USDE) to include six (6) semester hours in a risk management related field may be substituted for each year of experience on a year-for-year basis.

--- OR ---

Successful completion of the Alternate Unit Risk Manager (AURM) certification program or Collateral Duty Safety Officer (CDSO) certification program and one (1) year full-time, wage-earning criminal justice experience.

## EDUCATION

Principal

Masters degree from a college or university accredited by an organization recognized by the Council for Higher Education accreditation (CHEA) is required.

Must hold a State Board for Educator Certification (SBEC) Mid-Management/Administrator/Principal Certificate, or other appropriate administrative certificate. Certified Professional Development and Appraisal System (PDAS)

appraiser preferred.

Three (3) years of successful experience as a classroom teacher.

#### Counselor

Master's Degree from a college or university accredited by an organization recognized by the Council for Higher Education accreditation (CHEA) is required and State Board for Educator Certification (SBEC) Professional School Counselor Certificate or be eligible for an Emergency Permit.

Emergency Permit requirements:

- Bachelor's degree or higher;
- Have completed Twenty-four (24) semester hours of graduate-level courses including twelve (12) semester hours in guidance and counseling; and
- Two credible years of classroom teaching experience Pre-K-12.

Probationary Certificate eligibility requirements:

- Bachelor's degree or higher; and
- An applicant must submit a letter from a college/university with the application indicating they meet probationary certificate eligibility requirements and will be placed on a school counselor probationary certificate upon employment.

#### Teacher Academic, Life Skills, and GED Instructor

Bachelor's Degree from an accredited college or university. Must meet Windham School District (WSD) and State Board for Educator Certification (SBEC) certification requirements for area of assignment.

#### Librarian

Master's degree from an accredited college or university and Texas Board for Educator Certification (SBEC) Librarian or Learning resources Specialist certificate or Bachelor's degree and SBEC School Librarian (or equivalent) certification or be eligible for an Emergency Permit or Probationary Certificate.

Emergency Permit eligibility requirements:

- Currently be certified with SBEC based on a bachelor's degree;
- Have completed twelve (12) semester hours directly related to the basic competencies required of school librarians; and
- Have two (2) creditable years of teaching experience, as defined in Chapter 153, Subchapter CC of the SBEC Certification Handbook.

Probationary Certificate eligibility requirements:

- Currently be certified with SBEC based on bachelor's degree; and
- Applicant must submit a letter from a college, university, or educational service center indicating that they will be accepted in the Librarian probationary certification program. Letter must be submitted with application.

#### **\*ADMINISTRATIVE SUPPORT & CLERICAL STAFF**

Administrative Support and Clerical Staff may be used throughout the staffing plan, however they must be identified with an extended job title. (Ex: Clerk II – Maintenance)

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION VACANCY REPORT**

---

Position Control Number	<p>The <b>permanent</b> control number established by the facility for each position on the current staffing plan defined in the contract.</p> <p>This number should correspond with the Position Control Number (PCN) listing.</p>
-------------------------	---

---

Position Title	The position title on the current staffing plan that corresponds to the departing and replacing employee.
----------------	---

---

a. Departing Employee	Name of the employee assigned to the position control number that is being removed from the Position Control Number listing. This may be as a result of a termination or promotion.
-----------------------	---

---

b. Replacing Employee	Name of the employee being permanently assigned to the Position Control Number. This may be as a result of a promotion or being newly hired. The assigned employee must meet the satisfactory completion of all requirements designated for the position.
-----------------------	---

---

1. Date Vacated	<p>The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.</p> <p>Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) day time period is exhausted. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that Administrative Leave status begins, notating the specific leave status.</u></p> <p>Positions filled by employees that are in a workers' compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. <u>However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.</u></p>
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---

2. Date Filled	Positions are to be reported filled on the day following the completion of all requirements for the specific position based on contract requirements.
----------------	---

---

3. Date Pre-Service / Orientation Completed	<p>The date the replacing employee finishes Pre-Service Training or orientation based on the requirements of the position.</p> <p><u>A copy of the Pre-Service Training certificate must be attached to the Position Vacancy Report for newly hired employees.</u></p>
---	--

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4. Date of Background Check Received	<p>The date on the pre-employment criminal history inquiry or notification letter from the Department concerning the results of a criminal background check.</p> <p><u>A copy of the of the pre-employment criminal history inquiry and if applicable the notification letter must be attached to the Position Vacancy Report.</u></p>
5. Date Pre-Employment Drug Test Received	<p>The date of notification that a satisfactory pre-employment drug test was received.</p>
6. Date of Hire	<p>The date the employee is hired with the Contractor.</p>
7. Required Certification Completed	<p>Positions requiring certification must be designated as to whether the appropriate certification has been completed by indicating YES or NO.</p> <p><u>A copy of the certification must be attached to the Position Vacancy Report.</u></p>
8. Date of Department Approval for Upper Level Management	<p>Upper level management positions require Department approval.</p> <p><u>A copy of the Department approval letter must be attached to the Position Vacancy Report.</u></p>
9. Date OJT Completed	<p>The date on the job training is completed. This may occur after the position is filled.</p>
10. Number of Days Position Vacant	<p>The calculation starts the day after the position has been vacated and ends on the day prior to the date filled.</p>

---

## Position Vacancy Report

Facility Name: \_\_\_\_\_

Month Of: \_\_\_\_\_

Category of Staff (Security, Support Ops & Programs, etc):												
Position Control Number	Position Title	a. Departing Employee										
		1. Date Vacated										
		b. Replacing Employee		2. Date Filled	* 3. Date Pre Service / Orient Completed	* 4. Date of Background Check Rec'd	5. Date of Pre Emp Drug Test Rec'd	6. Date of Hire	* 7. Required Certification Completed	* 8. Date of Department Approval for Upper Lvl Mngmt	9. Date OJT Complete	10. Number of Days Position Vacant
		a.										
		b.										
		a.										
		b.										
		a.										
		b.										
		a.										
		b.										
		a.										
		b.										
		a.										
		b.										

*I hereby confirm that the above information is accurate and correct. This report may be used in calculating fiscal sanctions regarding position vacancies.*

Preparer: \_\_\_\_\_

Total Positions in Staffing Plan: \_\_\_\_\_

Printed Name \_\_\_\_\_

Total Vacant: \_\_\_\_\_

Signature &amp; Date \_\_\_\_\_

Total Filled: \_\_\_\_\_

Facility Warden or Administrator

Facility Warden or Administrator

\*Copies of Pre-Service Training Certificates, Background Checks and Required Certifications must be attached for all positions filled during the month.

Positions filled by promotion of current staff should be indicated by writing promotion through #3-6.

Copies of approval letters must be attached for all newly filled Upper Level Management positions.

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PRIVATE FACILITY CONTRACT MONITORING / OVERSIGHT DIVISION**  
**INSTRUCTIONS FOR MONTHLY POSITION CONTROL NUMBER LISTING**

The **permanent** control number established by the facility for each position on the current staffing plan as defined in the contract.

Position Control Number: This number should correspond with the Position Control Number (PCN) listing.

An employee can only fill one Position Control Number.

---

Position Title: The **Position Title** on the current staffing plan that corresponds to the departing and replacing employee.

---

FTE: The **Full Time Equivalency (FTE)**, from the current staffing plan. Total FTEs from the PCN listing should equal the staffing plan.

---

Employee Name: First and Last name of the incumbent in the respective PCN. If the position is vacant, indicate vacant and the name of the departing employee. Example: VACANT – Smith, Judy.

---

Social Security Number: The employee's nine (9) digit social security number.

---

Date of Birth: The employee's date of birth, including the month, day and year. (05/10/73)

---

Date of Hire: The date the employee is hired with the contractor.

---

Date Filled: Positions are to be reported filled on the day following the completion of all requirements for the respective position based on contract requirements.

---

Date Vacated: The departing employee's last day on the job in a paid status or the last day of any paid leave entitlements, such as vacation leave. This includes employees placed in military leave status upon exhausting all paid leave entitlements.

Positions filled by employees that are in an Administrative Leave status will be considered vacant once the fourteen (14) day time period is exhausted. However, these positions should be listed on the Position Vacancy Report immediately upon notification that Administrative Leave status begins, notating the specific leave status.

Positions filled by employees that are in a workers' compensation or Family Medical Leave (FML) status will be considered vacant once the twelve (12) week time period is exhausted. However, these positions should be listed on the Position Vacancy Report immediately upon notification that workers' compensation or FML status begins, notating the specific leave status.

**Requirements (Reference Exhibit 1 for example)**

Filled, Current Reporting Month: Highlight **Pink** if the position was **filled** in the **current** reporting month.

---

Vacated, Current Reporting Month: Highlight **Blue** if position was **vacated** in the **current** reporting month.

---

Vacated, Previous Reporting Month: Highlight **Yellow** if the position was **vacated** in the **previous** month.

---

All other Positions: All other positions filled in previous months will not be highlighted.

**NOTE: Please ensure highlighted rows remain clear and legible**

**Exhibit 1: EXAMPLE**

Position Control Number (PCN) Listing								
Facility Name: _____			Note: Additional rows are hidden and may be utilized as needed to list additional information.					
Month & Year: <u>Mar-16</u>								
PCN	POSITION TITLE	FTE	EMPLOYEE NAME	SOCIAL SECURITY NUMBER	DATE OF BIRTH	DATE OF HIRE	DATE FILLED	DATE VACATED
<b>SECURITY OFFICERS</b>								
AB01	Correctional Officer	1.0	Mickey Mouse	459-25-3140	11/05/83	02/16/16	03/02/16	
AB02	Correctional Officer	1.0	Sam Moon	457-25-3121	11/29/83	04/25/14	05/25/14	
AB03	Correctional Officer	1.0	Simon Chipmunk	456-25-3210	04/21/85	02/01/15	03/11/15	
AB04	Correctional Officer	1.0	Donald Duck	458-73-6140	03/25/89	01/25/15	03/11/15	
AB05	Correctional Officer	1.0	Vacant - Daffy Duck	459-25-2931	02/10/78	02/25/12	04/01/12	03/04/16
AB06	Correctional Officer	1.0	Vacant - Minnie Mouse	453-21-2591	03/10/52	03/25/11	05/25/11	02/10/16
AB07	Correctional Officer	1.0	Daisy Duck	458-75-2564	02/18/62	02/01/09	03/21/09	
AB08	Correctional Officer	1.0	Charlie Brown	458-21-5689	01/25/88	10/16/15	11/21/15	
AB09	Correctional Officer	1.0	Bart Simpson	458-96-2150	05/20/85	09/01/15	10/01/15	



Facility Name: \_\_\_\_\_  
Month & Year: \_\_\_\_\_

Note: Additional rows are hidden and may be utilized as needed to list additional information.

Printed Name \_\_\_\_\_  
Facility Warden or Administrator

**Signature** \_\_\_\_\_  
Facility Warden or Administrator

FACILITY: \_\_\_\_\_

MONTH / YEAR: \_\_\_\_\_

Report Prepared by: \_\_\_\_\_

MONTH AND DATE *		6/2	6/3	6/4	6/5	6/6	6/9	6/10	6/11	6/12	6/13	6/16	6/17	6/18	6/19	6/20	6/23	6/24	6/25	6/26	6/27	6/30	CLASS HELD
CLASS NUMBER/NAME AND TEACHER NAME **		M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	
1	ABE1-A / (A.M.) - DOE, JANE																						
2	ABE1-A2 / (A.M.) - DOE, JANE																						
3	ABE2-N / (P.M.) - DOE, JOHN																						
4	ABE1-N2 / (P.M.) - DOE, JOHN																						
5	ABE2-A / (A.M.)																						
6	ABE2-N / (P.M.)																						
7	GED1-1 / (A.M.)																						
8	GED2-N / (P.M.)																						
9	LIFE SKILLS 1 / (A.M.)																						
10	LIFE SKILLS 2 / (P.M.)																						
11	MSOFC-N1 /																						
12	MSOFC-N2 /																						
13	MSOFFICE /																						
		Total Classes Not Held During Month																					

\* Fill in the Date of the Month for each week

\*\* Fill in the Class and Teacher Name for all classes taught

**Note:** Fill in the Appropriate Code for each date from the list below:

Teacher Present / Class Held

Teacher Present/No Class

Substitute Teacher Present / Class Held

Class Not Held

Holiday / Class Not Held

P
*P
S
O
H

Report must be color coded and submitted, by the 5th business day of each month for the previous month, in signed format as well as electronically in Microsoft Excel format.

I hereby confirm that the above information is accurate and may be used in the calculations for deductions by the Correctional Institutions Division - Private Facilities.

Warden (print and sign): \_\_\_\_\_

Principal (print and sign): \_\_\_\_\_

Notes:	

Education Services  
Approved Instructor and Substitute Log

Facility Name	Month	Year
---------------	-------	------

[illegible]

The Approved Instructor List should include all full and part time teachers that have been assigned to a particular class for the school year.

[illegible]

The Approved Substitute List should include all approved substitutes for the school year.

***Substitute Usage:***

[illegible]

---

**Warden** (*printed name*)

Principal (printed name)

---

**Warden (signature)**

Principal (signature)

**REVENUE IDENTIFICATION FORM****INDICATE BELOW THE SOURCE OF THE RETURNED MONEY:**

TELEPHONE REVENUE: \$ \_\_\_\_\_

COMMISSARY PROFITS: \$ \_\_\_\_\_

FOUND/CONFISCATED MONEY: \$ \_\_\_\_\_

OTHER (Please Specify): \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

FACILITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SEND THE CHECK(S) AND/OR MONEY ORDER(S) WITH THE COMPLETED REVENUE IDENTIFICATION FORM TO:

TDCJ CASHIER'S OFFICE  
P.O. BOX 4015  
HUNTSVILLE, TX 77342-4015

IF ASSISTANCE IS REQUIRED, PLEASE CALL TDCJ PFCMOD AT 936-437-2885.

ALSO SEND A COURTESY COPY OF THE CHECK/MONEY ORDER, COMPLETED REVENUE IDENTIFICATION FORM AND ANY OTHER SUPPORTING DOCUMENTATION TO:

TDCJ – PFCMOD  
BUSINESS OPERATIONS  
TWO FINANCIAL PLAZA, SUITE 300  
HUNTVILLE, TX 77340

**Texas Department of Criminal Justice  
Private Facility Contract Monitoring/Oversight Division  
Staff Statistics**

This report is submitted monthly with the Position Vacancy Report and the Position Control Number List.

Facility Name:

Staff totals for the month of:

Total Facility Staff as of the end of the month	
Male Security Staff as of the end of the month	
Female Security Staff as of the end of the month	

\_\_\_\_\_  
Printed Name - Warden

\_\_\_\_\_  
Signature - Warden

\_\_\_\_\_  
Date

**Definitions:**

**Security Staff:** The number of FTEs (Full Time Equivalent positions) held by uniformed staff, such as majors, captains, lieutenants, sergeants, and correctional officers employed throughout the facility on the last day of a given month. Do not include staff projected to be out of work for 12 or more weeks on paid or unpaid leave.

**Staff:** The total number of FTEs (Full Time Equivalent positions) employed at the correctional facility on the last day of a given month, to include full-time, part-time, or contractual staff employee. Do not include inactive staff, projected to be out of work for 12 or more weeks on paid or unpaid leave, or civilians. They may include volunteers, interns, truck drivers, service personnel repairing equipment in the facility, or construction workers employed by contractors who have projects within the facility.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**(NOTE TO OFFEROR: RESPONSES MUST BE SUBMITTED ON THESE ORIGINAL FORMS, AS THEY BECOME, AND ARE INCORPORATED BY REFERENCE, PART OF THE CONTRACT FOR THE AWARDED CONTRACTOR)**

**K.1 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION****K.1.1 Definition**

- A. "Historically Underutilized Business" means an entity with its principal place of business in this State that is:
1. A corporation formed for the purpose of making a profit in which fifty-one percent (51%) or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
  2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
  3. A partnership formed for the purpose of making a profit in which fifty-one percent (51%) or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
  4. A joint venture in which each entity in the venture is a HUB, as determined under another paragraph of this subdivision; or
  5. A supplier Contract between a HUB as determined under another paragraph of this subdivision and a prime offeror under which the HUB is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- B. "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Native Americans and Service-Disabled Veterans, who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

**K.1.2 Representation**

The Offeror represents and certifies as part of its proposal that it [ ] is, or [ ] is not, a HUB certified by the Texas Statewide Support Services Division.

**K.2 CHILD SUPPORT REPRESENTATION**

- A. Under the Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) Days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least twenty-five percent (25%) is not ineligible to receive payments from State funds under a Contract to provide property, materials or services.
- B. Governmental entities and any business entity, including a non-profit corporation, that does not have a majority shareholder who is a natural Person capable of being a child support obligor, are not subject to Texas Family Code, Section 231.006.

Check ONE:

\_\_\_\_\_ Offeror DOES NOT have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS NOT subject to Texas Family Code, Section 231.006.

\_\_\_\_\_ Offeror DOES have a sole proprietor, majority stockholder or substantial owner who is a natural Person capable of being a child support obligor therefore IS subject to Texas Family Code, Section 231.006.

If subject to Texas Family Code, Section 231.006, a proposal must include names and social security numbers of each Person with at least a twenty-five percent (25%) ownership of the business entity submitting a proposal.

\_\_\_\_\_

Print Name

\_\_\_\_\_

SSN

\_\_\_\_\_

Print Name

\_\_\_\_\_

SSN

\_\_\_\_\_

Print Name

\_\_\_\_\_

SSN

\_\_\_\_\_

Print Name

\_\_\_\_\_

SSN

The Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified Payments and acknowledges that any resultant Contract may be terminated and Payment may be withheld if this certification is inaccurate.

**K.3 FRANCHISE TAX REPRESENTATION**

The Offeror represents and certifies, as part of its proposal that it is not currently delinquent in the payment of any franchise tax owed the State of Texas.

**K.4 TYPE OF BUSINESS ORGANIZATION**

The Offeror, by checking the applicable box, represents that:

- A. It operates as [ ] a corporation incorporated under the laws of the State of \_\_\_\_\_, [ ] an individual, [ ] a partnership, [ ] a nonprofit organization or [ ] a joint venture; or

- B. If the Offeror is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

## **K.5 PREFERENCE CLAIM**

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule 20.38, the Offeror shall check below if claiming a preference. If the appropriate line is not marked, a preference will not be granted unless other documents included in the proposal show a right to the preference.

### **K.5.1 Source and Specification Preferences**

- \_\_\_\_\_ Products of Persons with mental or physical disabilities.
- \_\_\_\_\_ Products made of recycled, remanufactured, or environmental sensitive materials including recycled steel.
- \_\_\_\_\_ Energy efficient products.
- \_\_\_\_\_ Rubberized asphalt paving material.
- \_\_\_\_\_ Recycled motor oil and lubricants.

### **K.5.2 Tie-Bid Preferences**

- \_\_\_\_\_ Goods produced or offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Goods produced in Texas or offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Agricultural products produced or grown in Texas.
- \_\_\_\_\_ Agricultural products or services offered by Texas Bidders.\*
- \_\_\_\_\_ Services offered by a Texas Bidder that is owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Services offered by a Texas Bidder that is not owned by a Texas Resident Service Disabled Veteran.\*
- \_\_\_\_\_ Texas Vegetation Native to the Region.
- \_\_\_\_\_ USA produced supplies, materials, equipment or agricultural products.

### **K.5.3 Additional Preferences**

- \_\_\_\_\_ Products produced at facilities located on formerly contaminated property.
- \_\_\_\_\_ Products and services from economically depressed or blighted areas.
- \_\_\_\_\_ Vendors that meet or exceed air quality standards.
- \_\_\_\_\_ Recycled or reused computer equipment of other manufacturers.
- \_\_\_\_\_ Foods of higher nutritional value (for consumption in a public cafeteria only).

\*By signing this proposal, the Offeror certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter C, Rule 20.32 (68).

## **K.6 REPRESENTATIONS OF OFFEROR**

The Offeror represents and warrants to and for the benefit of the Department, with the intent that the Department will rely thereon for the purposes of entering into this Contract, as follows:



**K.6.1 Organization and Qualification**

If the Offeror operates as a corporation incorporated under the laws of any state outside Texas, it is duly qualified to do business as a foreign corporation in good standing in Texas.

**K.6.2 Authorization**

This Contract has been duly authorized, executed and delivered by the Offeror and, assuming due execution and delivery by the Department, constitutes a legal, valid and binding agreement enforceable against the Offeror in accordance with its terms.

**K.6.3 No Violation of Agreements, Articles of Incorporation or Bylaws**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which the Offeror is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Offeror or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other corresponding charter document) or Bylaws of the Offeror.

**K.6.4 No Defaults Under Agreements**

The Offeror is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by the Offeror under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.5 Compliance With Laws**

Neither the Offeror nor its officers and directors purporting to act on its behalf have been advised or have reason to believe that the Offeror or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which the Offeror is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be in compliance would not materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.6 No Litigation**

A. The Offeror certifies that there is not now pending, or to its knowledge threatened, any action, suit or proceeding to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract, or any such action, suit or proceeding related to environmental or civil rights matters.

- B. The Offeror further certifies that no labor disturbance by the employees of the Offeror exists or is imminent which may be expected to materially and adversely affect the Offeror's ability to perform its obligations under this Contract.
- C. Prior to the Department making an award of this Contract, the Department may require Offerors being considered for the award to recertify the representations set forth above. The Department, in its sole discretion, may disqualify any Offeror that in the opinion of the Department is a party, or who has any employees that are a party, to any action, suit or proceeding that may result in any material adverse change in the Offeror's ability to perform its obligations under this Contract.
- D. During the term of this Contract, to include extensions hereof, the Offeror shall notify the Department in writing within five (5) Days of the Offeror having received knowledge of any actions, suits or proceedings filed against the Offeror, or any of its employees, or to which the Offeror, or any of its employees, are a party, before or by any court or governmental agency or body, which:
  - 1. May result in any material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 2. Filed in any federal court, state court, or federal or state administrative hearing within the State of Texas regardless as to any anticipated material adverse change in the Offeror's ability to perform its obligations under this Contract;
  - 3. Is brought by or on behalf of a State of Texas Offender regardless as to any anticipated material adverse change in Offeror's ability to perform its obligations under this Contract; and
  - 4. The Contractor shall provide in writing, to the Contract Specialist, a quarterly report listing litigation identified in the above requirements.

**K.6.7 Taxes**

- A. The Offeror has filed all necessary federal, state and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon.
- B. The Offeror has no knowledge of any tax deficiency which has been or might be asserted against it and which would materially and adversely affect the Offeror's ability to perform its obligations under this Contract.

**K.6.8 Financial Statements**

- A. The Offeror has delivered to the Department a copy of its most recent audited financial report. This report must include, as a minimum the following financial information:
  - 1. Audited balance sheet;
  - 2. Statement of income; and

3. Any changes in financial position of the company.
- B. This statement fairly presents the financial position of the Offeror at the date shown and the results of its operations for the period covered, and has been prepared in conformity with GAAP applied on a consistent basis, except as discussed in the notes to the financial statement.

**K.6.9 No Adverse Change**

Since the date of the Offeror's most recent balance sheet provided to the Department, there has not been any material adverse change in its business or condition nor has there been any change in the assets or liabilities or financial condition of the Offeror from that reflected in such balance sheet which is material to the Offeror's ability to perform its obligations under this Contract.

**K.6.10 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Offeror can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Department by the Offeror prior to the date hereof.

**K.6.11 No Collusion**

- A. The Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than Persons or entities, which the Offeror engaged to assist it with respect to such response or submission.
- B. Neither the Offeror nor the firm, corporation, partnership or institution represented by the Offeror or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other Person engaged in such line of business.

**K.6.12 Ethics****K.6.12.1 Conflict of Interest**

Pursuant to Texas Government Code, Section 572.051, any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established. Texas Government Code, Section 572.051, outlines the ethical standards required of State officers and employees who interact with public purchasers in the conduct of State business.

Specifically, a Department employee may not have an interest in, or in any manner be connected with a contract or proposal for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a Person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of the Department or purchasers of other State agencies.

**K.6.12.2 Disclosure of Interested Parties**

In accordance with Texas Government Code 2252.908, a governmental entity or state agency may not enter into a contract valued at \$1 million dollars or greater with a business entity unless the business entity, in accordance with Texas Administrative Code, Title 1, Part 2, Chapter 46, Rules 46.1, 46.3 and 46.5, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

The disclosure of interested parties must be submitted on a form, and in a manner, prescribed by the Texas Ethics Commission. The Disclosure of Interested Parties Form (Form 1295) and instructions may be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**K.6.12.3 No Gratuities**

The Offeror represents that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

**K.6.13 No Compensation**

Pursuant to Texas Government Code, Section 2155.004, the Offeror has not received compensation for participation in the preparation of the specifications for this proposal. Under Texas Government Code, Section 2155.004, the Offeror certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.14 Contracting with Executive Head of State Agency**

- A. The Offeror represents and certifies that they are in compliance with Texas Government Code, Section 669.003, relating to contracting with the executive head of a State Agency.
- B. If Section 669.003 applies, the Offeror shall complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Date of Employment with Offeror: \_\_\_\_\_

**K.6.15 Limitation on Employment of Former State Officers**

The Offeror represents that they are in compliance with Texas Government Code, Section 572.069 relating to employment of a former state officer or employee. A former state officer or employee of the Department who during the period of state service or employment participated on behalf of the Department on a procurement or contract negotiation involving

a business entity may not accept employment from that business entity before the second anniversary of the date the officer's or employee's service or employment with the Department ceased.

**K.6.16 Notification**

If any of the information provided in the above representations changes during the term of this Contract, the Contractor shall submit an updated representation as soon as is reasonably possible.

**K.6.17 Suspension, Debarment and Terrorism**

The Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

**K.6.18 Violation of Federal Law Relating To Reconstruction Efforts As A Result Of Hurricanes Rita, Katrina or Any Other Disaster After September 24, 2005**

Pursuant to Texas Government Code, Section 2261.053, a State Agency may not accept a proposal or award a Contract that includes proposed financial participation by a Person who, during the five (5) year period preceding the date of the proposal or award, has been convicted of violating a federal law or accessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, Katrina or any other disaster occurring after September 24, 2005. Under Texas Government Code, Section 2261.053, the Contractor certifies that the individual or business entity named in this proposal or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and Payment withheld if this certification is inaccurate.

**K.6.19 Deceptive Trade Practices; Unfair Business Practices**

The Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**K.7 REPRESENTATIONS OF THE DEPARTMENT**

The Department represents and warrants to and for the benefit of the Offeror with the intent that the Offeror will rely thereon for the purposes of entering into this Contract as follows:

**K.7.1 Authorization**

The Department has the requisite power to enter into this Contract and perform its obligations hereunder and by proper action has duly authorized the execution, delivery and performance hereof.

**K.7.2 No Violation of Agreements**

The consummation of the transactions contemplated by this Contract and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, security agreement, contract or other agreement or instrument to which the Department is a party or by which its properties are bound, or any order, rule or regulation of any court or any regulatory body, administrative agency or other governmental body applicable to the Department or any of its properties, except any such conflict, breach or default which would not materially and adversely affect the Department's ability to perform its obligations under this Contract.

**K.7.3 Disclosure**

There is no material fact which materially and adversely affects or in the future will (so far as the Department can now reasonably foresee) materially and adversely affect its ability to perform its obligations under this Contract or which might require changes in or additions to the Services required under this Contract that would increase the cost to the Offeror of providing such Services, which has not been accurately set forth in this Contract or otherwise accurately disclosed in writing to the Offeror by the Department prior to the date hereof.

**K.8 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following Persons are authorized to negotiate on its behalf with the Department in connection with this RFP: (list names, titles and telephone numbers of the authorized negotiators).

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**K.9 PAYEE IDENTIFICATION NUMBER**

The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. The Offeror shall provide its Payee Identification Number in the space provided below. If this number is not known, the Offeror shall provide the Federal Taxpayer Identification Number.

Payee Identification Number: \_\_\_\_\_ or

Federal Taxpayer Identification Number: \_\_\_\_\_.

**K.10 POINT OF CONTACT**

The Offeror shall provide the name, title, phone number, fax number, address and e-mail address of a point-of-contact for questions concerning the submitted proposal.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**K.11 CERTIFICATION**

To be completed by the Offeror: (The Offeror must check or complete all appropriate boxes or blanks in the Representations and Certifications, on the preceding pages). The Representations and Certifications must be executed below by an individual authorized to bind the Offeror.

The Offeror makes the foregoing Representations and Certifications as part of its proposal.

\_\_\_\_\_  
Name of Offeror

\_\_\_\_\_  
696-PF-16-P028  
Solicitation No.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Authorized Individual

**Note:** The penalty for making false statements shall void the submitted proposal or any resulting Contracts, and the Offeror shall be removed from all bid lists.

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 RESERVED FOR FUTURE USE****L.2 AMENDMENTS TO SOLICITATIONS**

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. The Department will post amendment(s) to this solicitation for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address: <http://esbd.cpa.state.tx.us/>.
- C. Offerors shall acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on page 1, block 8 of the Solicitation, Offer and Award form, or by letter.
- D. The Department shall receive the acknowledgment by the time specified for receipt of the proposals.
- E. Failure to acknowledge amendment(s) may subject proposal to rejection.

**L.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS**

- A. Proposals must be time stamped at the office designated in the solicitation on or before the hour and date specified.
- B. Any proposal received at the designated location after the exact time specified will not be considered.
- C. Proposals cannot be altered, amended or modified by telegram, fax or otherwise after closing date and time.
- D. Alterations made before closing date and time should be initialed by the Offeror or its authorized agent.
- E. No proposal can be withdrawn after closing date and time without approval by the Department based on an acceptable written reason.

**L.4 SIGNATURES ON PROPOSAL SUBMITTED**

- A. Proposals from a partnership shall be signed in the firm name by at least one general partner or in the firm name by an Attorney-in-fact.
- B. If signed by an Attorney-in-fact, there shall be attached to the proposal a Power of Attorney evidencing authority to sign the proposal, dated and executed by all partners in the firm.



- C. Proposals from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation.
- D. Title of office held by the Person signing for the corporation shall appear below the signature of the officer.
- E. Proposals from an individual doing business under a firm or fictitious name shall be signed in the name of the individual doing business under the proper firm name.
- F. Proposals of the joint venture shall be signed by all members or by a member of the joint venture if there is attached to the proposal a copy of the Joint Venture Agreement evidencing that the proposal is signed by the member who has authority to bind the joint venture.

#### **L.5 PROPOSAL ACCEPTANCE PERIOD**

- A. All proposals will be valid for two hundred seventy (270) Days after the submission date and will constitute an irrevocable proposal to the Department for the two hundred seventy (270) Day period.
- B. Such period may be extended beyond two hundred seventy (270) Days upon mutual agreement of both parties.

#### **L.6 CONTRACT AWARD**

- A. The Department will award a Contract(s) resulting from this solicitation to the responsible Offeror(s) whose proposal(s), conforming to this solicitation, will be most advantageous to the Department, cost or price, technical and other factors, specified elsewhere in this solicitation, considered.
- B. The Department may (a) reject any or all proposals if such action is in the public interest, (b) accept other than the lowest priced proposal, and (c) waive minor informalities and minor irregularities in proposals received.
- C. A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the proposal shall result in a binding Contract without further action by either party.
- D. The Department reserves the right, at its sole discretion, to make an award from this solicitation. The Department reserves the right to not make an award in the event of inconsistent rates and/or the absence of available competition.

#### **L.7 RIGHTS OF THE DEPARTMENT**

- A. The Department reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. The Department reserves the right to reject any one proposal and/or all proposals or portions of proposals submitted in response to this RFP.

- C. The submission of a proposal has the effect of waiving proprietary rights or confidentiality.
- D. All proposals become the property of the Department.
- E. The Department reserves the right to use for its benefit ideas contained in the proposals submitted.
- F. The Department is not liable for any costs or damages that may be incurred by an Offeror(s) or prospective Offeror(s) in the preparation, formulation or presentation of a proposal(s).
- G. In case of ambiguity or lack of clarity, the Department may adopt such interpretations as may be advantageous to the Department.
- H. The Department may at its discretion request Offerors to make an oral presentation to Department representatives in support of their proposals.
- I. Upon review of proposals, the Department may select the Offeror's proposal most advantageous to the Department, in its judgment, with whom to negotiate a final definitive Contract.
- J. Such determination shall be solely at the discretion of the Department. All representations made by the Department are subject to the availability of legislative appropriations and do not represent an obligation on the part of the State of Texas, the Department or the TBCJ.
- K. The Department reserves the right to withdraw this solicitation at any time for any reason.
- L. The Department reserves the right to award no Contract and to solicit additional proposals at a later time.
- M. The Department incurs no obligation regarding this solicitation unless and until a Contract is fully executed by the parties. However, all proposals received by the Department will remain confidential until the evaluation process is complete.

## **L.8 PROPOSAL PREPARATION INSTRUCTION**

### Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of the Offeror's proposal.
- B. Proposals shall be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a proposal to show compliance with these instructions may be grounds for exclusion of the proposal from further consideration.

Submission of Proposals

- A. It is the Offeror's responsibility to ensure that the proposal is delivered to the individual and address shown on page 1, block 5 of the Solicitation, Offer and Award form by the deadline.
- B. The Offeror must complete and sign all required forms, including all required written material, by the proposal closing date and time.
- C. Each package received must be marked with the Department's solicitation number.
- D. Each page of the proposal must include the name of the firm making the proposal.
- E. The Offeror must clearly indicate if any of the information contained in the proposal is confidential or proprietary in nature by applying a legend to the page that indicates confidential or proprietary information is contained on said page. Further, the Offeror must indicate which paragraph contains confidential or proprietary information by inserting the words "confidential/proprietary information" in bold type, enclosed by parentheses at the beginning of the paragraph containing such information.
- F. Proposals must be typed or printed on standard letter paper (8-1/2" x 11"), pages numbered, a table of contents included and sections clearly tabbed.
- G. Proposals shall be submitted in four (4) volumes as described below.
- H. Offerors are to submit **each volume in an unbound original (suitable for photocopying) with five (5) additional bound copies, and one (1) "read only" Compact Disc.**
- I. Each Proposal must demonstrate that the operations conform to applicable State and Federal Standards, Department Policies and ACA Standards. ***If submitting an offer for more than one (1) Facility, one (1) proposal is requested, with notations where information does not apply universally.*** For instance, price proposals, Staffing Plans, etc. may differ according to Facility. In such cases, the Offeror shall clearly indicate for which Facility the information is applicable.
- J. Proposals and amendments shall be submitted in sealed envelopes prior to the proposal closing date and time with the solicitation number annotated immediately below the return address on the envelope. Sealed proposals shall be submitted to the address noted on page 1, block 5 of the Solicitation, Offer and Award form. **E-mail and facsimile proposals will not be accepted.**
- K. Prospective Offerors are asked to bear in mind that all material submitted should be directly pertinent to the requirements of the solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents shall not be submitted.
- L. **Failure to submit all required documentation by proposal closing date may result in disqualification of the proposal from further consideration.**

**L.8.1 Volume One – Introductory Portion of Proposal**Volume One, Section 1 – Information Section

- A. Cover Page: Listing name and address of Offeror, date of proposal and signature of authorized official.
- B. Introduction: Clear expression of who is the Offeror for the Contract including an outline of organizational capabilities, goals and purposes and a listing of all Co-Offerors. Evidence of previous accomplishments in prison operation and management shall be included in the introduction.
- C. Information Sheet: Including all information required of each Offeror.
  - 1. Name and address (including telephone number) of the Offeror and all Co-Offerors.
  - 2. Business form of all Offerors (e.g., corporation, partnership, etc.).
  - 3. Date and state of incorporation.
  - 4. Names and addresses of principal officers, directors or partners.
  - 5. A brief biography of the Person or Persons who will administer any resulting Contract.
  - 6. The name and address of the Offeror's professional liability insurance carrier, along with a statement of liability from the carrier(s) issuing the policies that such policies are available to the Offeror. For the purpose of responding to this solicitation, Offeror will not be required to purchase insurance, but must show the ability to provide such insurance as specified in Section H.1, if the Offeror's proposal is selected.
  - 7. Complete reference information for all institutions or government agencies to which the Offeror has rendered similar services. This shall include a list of any contracts, which have been canceled or terminated, an explanation on why the contracts were canceled, and the name and phone number of a contact Person from the institution or government agency that canceled or terminated the contract. Offeror shall include a list of all legal actions pending against their organization and the outcomes of the final judgments.
  - 8. Documentation from the appropriate state entity that indicates that the Offeror is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Good Standing from the Texas Comptroller of Public Accounts).
  - 9. Other organizational, biographical or financial information deemed relevant by the Offeror.

- D. Project Schedule: A time schedule shall be submitted by the Offeror that outlines the entire project from award of Contract to when full operation can begin. The schedule shall reflect a Contract start date of September 1, 2017.

Volume One, Section 2 – Contract Forms

This Section shall contain the following completed Contract sections (on original forms) with original signatures, where applicable:

- A. Page 1, Solicitation, Offer and Award Form (with amendment(s) noted on this page or signed amendment(s) attached to this form);
- B. Section G.4, Payments, remittance address (if not electing to receive direct deposit); and
- C. Section K, Representations, Certifications and Other Statements (on original forms).

**L.8.2 Volume Two - Technical Portion of Proposal**

Volume Two, Section 1

- A. This Section of the proposal shall consist of the Offeror's response to the requirements of Section C herein.
- B. Prospective Offerors shall ensure that all material submitted should be directly pertinent to the requirements of this Request for Proposals and shall be formatted as to specific requirement of Section C.
- C. Offeror's response to the requirements of Section C shall be easily separated from the remainder of Volume Two.
- D. **This volume should not contain any price information.**
- E. In this Section, the Offeror shall also identify all deviations it takes to the technical requirements stated in Section C of the Request for Proposals and all exceptions from the Request for Proposals for which it requests approval.

Volume Two, Section 2

- A. In this Section, the Offeror shall respond to each requirement of Sections E through I, inclusive, of the Request for Proposals and indicate whether it proposes to comply.
- B. For the purpose of facilitating discussions, for every instance where the Offeror does not propose to comply or agree to a requirement, the Offeror shall propose an alternative and describe its reasoning therefore.
- C. It is not necessary to respond on a paragraph by paragraph basis except as required for clarity; for example, if the Offeror agrees to the terms of Sections E through I of the Request for Proposals in their entirety, a single statement to that effect will suffice.

**L.8.3 Volume Three – Business/Cost Proposal**

- A. In this Section, the Offeror shall also provide its detailed price proposal, including a budget narrative, complete breakdown of how the price was derived (material, direct labor, overhead, general and administrative expenses, other direct costs, profit, etc.) to provide the Services specified in Section C.
- B. Offeror shall further disclose the following costs:
  - 1. Indirect Costs: A detail of the various cost components used to justify the percentage of indirect costs will be required. The Department has the authority to deem the proposal non-responsive if detail justification in a line item format is not provided.
  - 2. Insurance Costs: Offeror shall indicate the costs to maintain the insurance required by the Department, state law or the related financing documents for the Facility.
  - 3. Other Operating Costs: Offeror shall outline and provide costs related to any additional line items that would qualify as an additional service that would enhance the operation of the Facility. Offeror shall detail and explain any other costs to Offeror associated with this proposal.
- C. Offeror shall also disclose its profit margin in providing the Services requested by the Department in this proposal.
- D. The following Contract sections shall be completed and included in this Section:
  - 1. Section B.2, Pricing Schedule for each Facility in which Offeror is submitting an offer;
  - 2. Exhibit J.1, Budget Justification Forms and Staffing Plans each Facility in which Offeror is submitting an offer. An electronic copy compatible with Microsoft Excel® shall also be submitted; and
  - 3. A detailed Budget Narrative for each Facility in which the Offeror is submitting a proposal.
- E. A copy of the Offeror's financial statement with all sub-schedules and footnotes to include a balance sheet, profit and loss statement, and a change in financial position for each of the last two (2) audited fiscal years.

**L.8.4 Volume Four – HUB Subcontracting Plan**

Offerors are required to submit a HUB Subcontracting Plan (HSP) in accordance with Exhibit J.2. For information on filling out the HSP, please contact Sharon Schultz at (936) 437-7026 or Cynthia Guajardo at (936) 437-7061. **Responses that do not include a completed HSP shall be rejected pursuant to Texas Government Code, Section 2161.252(b).**

**L.9 OFFEROR'S TECHNICAL INFORMATION PACKET**

- A. An Offeror's Technical Information Packet may be obtained at a set, non-refundable cost of \$50.00. It consists of the following documentation:

1. Administrative and Offender housing area floor plans;
2. State-Owned Equipment (SOE) Inventory List;
3. Active Major Work Request(s);
4. Offender Populations; and
5. Utility Costs.

**Note:** Copies of Department Policies as well as Department Operational Policy and Procedure Manuals are maintained by the TDCJ Executive Services Department. These documents will be available for review and copying by appointment only. Required appointments can be scheduled by contacting the Contract Specialist identified in Section L.10 of this solicitation.

- B. Payment shall be made by cashier's check, money order or company check payable to the Texas Department of Criminal Justice and delivered to the address specified on the order form.
- C. The packet is not represented as a complete or comprehensive gathering of such requirements, but rather is intended to serve as a useful tool for developing the proposal.
- D. An Offeror's Technical Information Packet order form can be obtained by contacting the Contract Specialist identified in Section L.10.

#### **L.10 DISCUSSION AND CORRESPONDENCE**

- A. All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to:

Reita Johnson, Contract Specialist II  
Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts Branch  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340  
Facsimile: (325) 223-0310  
E-mail: reita.johnson@tdcj.texas.gov

- B. Questions concerning any technical aspect of the solicitation must be submitted in writing (e-mail and facsimile transmission is acceptable). The Offeror's question(s) shall only be to clarify specific provisions in this Request for Proposal and shall reference the specific section that requires clarification. Written answers to the clarification will then be provided to all parties requesting copies of the solicitation through the Client Services and Governmental Contracts Branch. Offerors should only rely on the written information provided in this manner. Offerors are specifically barred from making contact with any Department personnel involved in this solicitation for the purpose of discussing their proposal.

Technical questions will be allowed during the Facility Tours. The questions and answers will be recorded by the Contract Specialist; however, the Offeror should submit all question(s) asked during this time in writing. All question(s) asked at the Facility Tours will be responded to verbally; and an amendment will be issued at a later date as the Department's official response.

- C. Offerors are reminded that December 20, 2016 at 1:00 p.m. is the last day to submit written questions for clarification by the Department. The Offeror is specifically cautioned against relying on any oral information. The responsiveness of each proposal will be evaluated upon the written instructions given in the solicitation and any amendments thereto. Unauthorized contacts with Department personnel could result in the proposal being rejected in its entirety.
- D. The Department will post answers to all questions in a form of an amendment, and all amendments to this RFP will be available for downloading in .pdf format via the Texas Electronic State Business Daily (ESBD) at the following address:  
<http://esbd.cpa.state.tx.us/>.

#### L.11 LEGISLATIVE BUDGET BOARD (LBB) POSTINGS

After award of Contract(s), information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Texas Public Information Act"). Any part of the solicitation response that is of a proprietary nature must be clearly and prominently marked as such by the Offeror. **For major contracts, the proposal submitted by the awarded Contractor is subject to public access on the Legislative Budget Board's website in accordance with Texas Government Code, Section 322.020. Within five (5) working days of awarded Contractor's receipt of Contract for signature, the awarded Contractor must deliver to the TDCJ Contracts and Procurement Department one (1) CD of its complete proposal, to include clarification responses and negotiated Best and Final Offer. The CD must contain a copy of the awarded Contractor's complete proposal, in searchable .pdf format, which has been excised, blacked out, or otherwise redacted information from its complete proposal that the awarded Contractor considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 (this should be a de minimis portion, if any of the Contractor's proposal, such as copyrighted material, proprietary information, social security numbers, deployment plans, shift staffing plans, etc.). The CD shall also contain an appendix for the Contractor's complete proposal which provides a cross reference for the location of all information redacted by the Contractor and a general description of the redacted information. The CD should be entitled "For Public Release: Redacted Version of [Name of awarded Contractor]'s Proposal and Exhibits, Department Solicitation Number 696-PF-16-P028."**

#### L.12 PRE-PROPOSAL CONFERENCE

- A. A Pre-Proposal Conference is scheduled for Monday, November 7, 2016 at 11:30 a.m. at the Texas Prison Museum located at 491 SH 75 North, Huntsville, Texas 77320.



B. If, in the opinion of the Department, local weather conditions preclude safe travel to the Pre-Proposal Conference, the Department reserves the right to reschedule it to another day and time.

1. If extreme weather conditions are predicted by the National Weather Service on the day of the Pre-Proposal Conference, contact the individual whose name appears in Section L.10 for rescheduling information.
2. The responsibility of obtaining any cancellation and reschedule information is strictly that of the Offeror.
3. Attendance is not mandatory, however, the Department will not be held responsible for any information discussed at the Pre-Proposal Conference.

C. Facility Tours

Offerors will be given the opportunity to tour each Facility (See Section L.13 for scheduled tours). During the tours, Offerors will be allowed to visually inspect the Facilities. **Cameras will not be allowed.** Each Offeror will be allowed a maximum of three (3) representatives to participate in each of the tours. Tours will begin at the times specified in Section L.13. Failure of any of the Offerors' representatives to arrive on time for the tours will result in forfeiture of their access to the Facility. Late arrivals will not be allowed to participate in the tours. Offerors are required to contact the Contract Specialist with the names of the representatives participating in the tours at least three (3) days before the tour is scheduled to be held.

**L.13 SUMMARY OF KEY DATES FOR PROPOSAL SUBMISSION**

November 7, 2016	11:30 a.m.	Pre-Proposal Conference
November 15, 2016	1:00 p.m.	Bridgeport Correctional Center Tour
November 16, 2016	11:00 a.m.	Kyle Correctional Center Tour
December 20, 2016	1:00 p.m.	Last Day to Submit Written Questions for Clarification by Department
January 10, 2017	3:00 p.m.	Deadline for Department Receipt of Proposals in Huntsville
September 1, 2017		Service Commencement Date

**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 SELECTION PROCESS**

- A. The Department will assemble an Evaluation Committee to review, evaluate and rank offers. The Evaluation Committee, at its sole option, may choose to validate any aspect of the written offer. No information will be provided about the status of the offers while they are under evaluation.
- B. Selection of offer for award will be based on the "Best Value" to the Department. The Department will solely determine the "Best Value" through evaluation of each offer in accordance with Texas Government Code, Title 10, Subchapter B, Section 2157. Once the Department evaluates and deems the offer technically acceptable, the Department reserves the right, at its sole discretion, to award based on cost.
- C. At any stage in the process, the Department may request clarification or additional information to assist in determining the qualifications, competence and ability of the Offeror to provide the required Service. The Department reserves the right to accept or reject all or part of any offer, waive minor technicalities and award the Contract to best serve the interest of the State.
- D. The Department may select offers within a competitive range with whom to negotiate. The Department may notify in writing any or all Offerors whose offers have been found to be responsive in the detailed evaluation phase.
- E. In accordance with Texas Government Code, Sections 2155.074 and 2155.075, vendor performance may be used as a factor in the award.

An Offeror's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Texas Government Code, Sections 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Offerors may fail this selection criterion for any of the following conditions:

- 1. A score of less than 90% in the Vendor Performance System;
- 2. Currently under a Corrective Action Plan through the CPA;
- 3. Having repeated negative Vendor Performance Reports for the same reason; or
- 4. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

[http://www.window.state.tx.us/procurement/prog/contractor\\_performance/](http://www.window.state.tx.us/procurement/prog/contractor_performance/)

The Department may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by Texas Administrative Code, Title 34, Part 1, Subchapter C, Section 20.108), the Department may examine other sources of vendor

performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of the Department, and any negative findings, as determined by the Department, may result in non-award to the Offeror.

## **M.2 MINIMUM QUALIFICATIONS**

The Department has established the following criteria as minimum Contractor (business entity) qualifications to be eligible to submit an offer to this solicitation. Offerors from business entities not meeting these qualifications shall be disqualified from further consideration:

- A. The Offeror must possess a minimum of two (2) years of experience in managing and operating a secure adult correctional facility housing minimum/medium security felons with at least a fifty percent (50%) of capacity of Facility for which an offer is being submitted.
- B. The Offeror must possess the ability to obtain the minimum commercial insurance required by this solicitation.
- C. The Offeror must possess the ability to commence operations (start-up) without financial assistance from the Department.
- D. The Offeror must demonstrate the ability to provide Upper Level Management Personnel to operate and manage the solicited Facility that meet or exceed the Department's minimum standards for like positions.

## **M.3 EVALUATION CRITERIA**

The following are evaluation criteria. While negotiation of offers may be held, Offerors are advised to submit their most competitive cost and technical proposals.

### **M.3.1 Cost (40%)**

### **M.3.2 Operations (45%)**

- A. Training (Section C.4.1)
- B. Staffing (Section C.4.2)
- C. Food Service (Section C.4.3)
- D. Education (Section C.4.8)
- E. Maintenance, Remodeling, Damages, and Condemnation (Section C.4.15)
- F. Risk Management (Section C.4.16)
- G. Security (Section C.4.22)

**M.3.3 Experience (5%)****M.3.4 Financial Strength (5%)****M.3.5 Past Performance (5%)****M.3.6 Other Areas Evaluated**

- A. General Duties and Obligations (Section C.2)
- B. Department Policies, and Compliance With Applicable Rules, Regulations, Policies, Procedures and Laws (Section C.3)
- C. Laundry, Offender Necessities and Barber Shop (Section C.4.4)
- D. Transportation (Section C.4.5)
- E. Telecommunications (Section C.4.6)
- F. Information Technology Services (Section C.4.7)
- G. Health Services (Section C.4.9)
- H. Recreation (Section C.4.10)
- I. Legal (Section C.4.11)
- J. Visitation (Section C.4.12)
- K. Commissary (Section C.4.13)
- L. Pest Control (Section C.4.14)
- M. Utilities (Section C.4.17)
- N. Chaplaincy and Volunteer Services (Section C.4.18)
- O. Spanish Language Assistance (Section C.4.19)
- P. Offender Grievance Procedure (Section C.4.20)
- Q. Programmatic Activities (Section C.4.21)
- R. Disciplinary Rules and Regulations (Section C.4.23)
- S. Good Time (Section C.4.24)
- T. Self-Monitoring (Section C.4.25)
- U. Drug Testing (Section C.4.26)

- V. Individualized Treatment Plans (Section C.4.27)
- W. Mail (Section C.4.28)
- X. Community Work Projects and Public Service Programs (Section C.4.29)
- Y. Facility Generated Income (Section C.4.30)
- Z. Access to Premises/Personal Identification (Section C.5)
- AA. Use of Force (Section C.6)
- BB. Department Furnished Items/Facilities (Section C.7)
- CC. ACA Accreditation (Section C.8)
- DD. Prison Rape Elimination Act (Section C.9)
- EE. Department Designated Staff (Section C.10)
- FF. Department Records (Section C.11)

**AMENDMENT OF SOLICITATION**

Page 1 of 8 Pages

1. SOLICITATION NO.	2. AMENDMENT NO.	3. EFFECTIVE DATE
696-PF-16-P028	A-001	December 9, 2016

**4. ISSUED BY**

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

**5. NAME AND ADDRESS OF OFFEROR**

6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**7. DESCRIPTION OF AMENDMENT**

The purpose of this amendment is to revise Section M.1.E, Selection Process; answer questions concerning the Bridgeport and Kyle Site Visits; and to include the sign-in sheets from both Site Visits.

Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remain unchanged and in full force and effect.

**8a. NAME AND TITLE OF SIGNER (Type or Print)****8b. OFFEROR**

*(Signature of Person Authorized to Sign)*

*Date Signed*

**Revisions to Solicitation:**

1. Revise Section M.1.E, Selection Process, updating the Contractor performance information link as follows:

<http://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

**Questions and Answers:**

**Question #1:** Does the intercom system work at the Bridgeport Correctional Center?

**Answer #1:** Yes.

**Question #2:** Do the cameras work at the Bridgeport Correctional Center?

**Answer #2:** Yes, all cameras are operational.

**Question #3:** How many beds are there per pod, and are there any handicap cells at the Bridgeport Correctional Center?

**Answer #3:** There are eleven (11) lower cells and fourteen (14) upper cells, with two (2) beds per cell, for a total of fifty (50) beds per pod. There is also one smaller cell block with twenty (20) rooms. There are no handicap cells at the Bridgeport Correctional Center.

**Question #4:** What is the outside recreation yard capacity at a time?

**Answer #4:** The Contractor determines the recreation yard capacity.

**Question #5:** Did we see intake at the Bridgeport Correctional Center?

**Answer #5:** No, they do not have an intake at Bridgeport.

**Question #6:** Is there a contact station and non-contact station at the Bridgeport Correctional Center?

**Answer #6:** There is one (1) contact room and two (2) non-contact rooms.

**Question #7:** What is the purpose of the small building on the outside perimeter by the recreational area?

**Answer #7:** It was used as a picket, but is no longer used.

**Question #8:** How many transport vehicles are at the Bridgeport Correctional Center?

**Answer #8:** Each Contractor determines their own need.

**Question #9:** How many inmates are there on the west wing at the Kyle Correctional Center?

**Answer #9:** The capacity is two-hundred and fifty (250).

**Question #10:** At the Kyle Correctional Center, can the master control grab the controls in a picket and operate the doors?

**Answer #10:** Yes.



**Question #11:** Is dental care provided at the Kyle Correctional Center?

**Answer #11:** Yes.

**Question #12:** How many dental chairs are there at the Kyle Correctional Center?

**Answer #12:** One.

**Question #13:** Is there a full law library at the Kyle Correctional Center?

**Answer #13:** No, there is a mini-law library.

**Question #14:** What is the hardest spot to keep up with from the central control picket at the Kyle Correctional Center?

**Answer #14:** It is the Contractor's responsibility to determine and maintain all the security needs of the facility.

**Question #15:** The Gateway contract, is that kind of treated like a medical, or a separate state monitored contract? Does Bridgeport Correctional Center have a contract?

**Answer #15:** The Gateway contract at the Kyle Correctional Center is a treatment contract under PFCMOD. There is not a treatment contract at the Bridgeport Correctional Center.

**Note:** Questions were asked on-site during the Bridgeport and Kyle site tours.

**Request for Proposal #696-PF-16-P028**  
**Tuesday, November 15, 2016 @ 1:00 PM**  
**TDCJ Contracts & Procurement**  
**Bridgeport Correctional Center**

Name	Company Name	Position	Phone	E-mail
Cady Ginsel	TDCJ	Director - PFCMOD	936-437-2811	cady.ginsel@TDCJ.TX
Richard Langh	TDCJ	Dep Dir. PFCMOD	437-2805	Richard.Langh@TDCJ.TX
Zeita Johnson	TDCJ	CONTR SPEC	432-7135	
Brandy McDaniel	TDCJ	PFCMOD	437-2881	
Sheila Moore	TDCJ	PFCMOD	437-2880	
Bill Gray	Lysalle	WARDEN	817-341-9309	
Elizabeth Overio	TDCJ	Contract Manager	940-367-1586	
Doug Conner	CEC Corrections	DIRECTOR	936-404-8022	doug.conner@CECINTL.COM
Gayle Killgus	CEC	Security Division	713-471-9872	gayle.killgus@cecintl.com

**Request for Proposal #696-PF-16-P028**  
**Tuesday, November 15, 2016 @ 1:00 PM**  
**TDCJ Contracts & Procurement**  
**Bridgeport Correctional Center**

Name	Company Name	Position	Phone	E-mail
Michael Bell	MTC	Vice President	512-639-3586	michael.bell@mtctrans.com
Bruce Zeller	MTC	Director Operations	806-590-0953	bruce.zeller@mtctrans.com
Jim Kinnich	TDCJ	CSIV	936-437-7115	
Rene Harjosa	TDCJ	Manager IV	936-437-7172	
David McCoin	MTC	Warden	940-255-5320	david.mccoin@mtctrans.com
Carol Ann Kinnich	TDCJ	Compliance Specialist	936-437-2840	Carol.Ann.Kinnich@tj.gov
Chris Bell	LaSalle	Regional Warden	936-355-7864	Chris@lasallesouthwest.com
Arlison Dumbarr	TDCJ	Dep Dir Dir	936-437-2808	
Mike Holm	CEC	Regional Director	936-494-8887	Mike.Holm@cecintl.com

**Request for Proposal #696-PF-16-P028**  
**Wednesday, November 16, 2016 @ 11:00 AM**  
**TDCJ Contracts & Procurement**  
**Kyle Correctional Center**

Name	Company Name	Position	Phone	E-mail
Bill Galy	Lasalle	WARDEN	817-341-9309	
Chris Bell	Lasalle	Regional Warden	936-355-7864	Chris@lasallesouthwest.com
Tim Ruggenworth	Co Se	CFO	512-858-7202	tim.kesue@aol.com
REITA JOHNSON	TDCJ	CONTR SPEC	936-437-7135	
Deanna Brankham	MTC	Warden-Kyle	512-665-5662	deanna.branksam@mtctrains.com
Larry Fultz	MTC	Major-Kyle	512-757-1431	Larry.Fultz@mtctrains.com
Timothy Wade	MTC	Maintenance Tech	210-887-8656	
Devin Dumbauld	TDCJ	Dep Dir Div	936-437-2808	
Brandy Mclellan	TDCJ	Contract Monitor	437-2881	
Shelia Moore	PFCMO2	Contract Manager	437-2880	

**Request for Proposal #696-PF-16-P028**  
**Wednesday, November 16, 2016 @ 11:00 AM**  
**TDCJ Contracts & Procurement**  
**Kyle Correctional Center**

Name	Company Name	Position	Phone	E-mail
Bruce Zeller	MTC	Director Operations	806-520-0953	bruce.zeller@mtctrains.com
Jennifer Kimich	TDCJ	CS III	936-437-7115	
Mike Holm	CEC	Regional Director	936-494-8587	mike.holm@cecintl.com
George Killinger	CEC	Secur Division	713-471-9872	george.killinger@cecintl.com
Doug Conn	CEC CORRECTIONS	DIRECTOR	936-404-8022	doug.conn@cecintl.com
Michael Bell	MTC	Vice President	512-639-3526	michael.bell@mtctrains.com
Cody Ginsel	TDCJ	Director PFI/MAJ	936-437-2811	cody.ginsel@TDCJ.Texas.gov
Brenda Hall Williams	TDCJ	Contract Monitor	512-268-5109	brenda.hall@tdcj.texas.gov
Richard Langh	TDCJ	Dep Dir	436 437 2805	Richard.Langh
Rene Hingosa	TDCJ	Manager IV	936 437 7172	rene.hingosa@TDCJ.Texas.gov
Sandy Kiehna	Gateway	Pgm Director	512-268-3271	sskiehna@gatewayfoundation.org

**AMENDMENT OF SOLICITATION**

Page 1 of 6 Pages

1. SOLICITATION NO.	2. AMENDMENT NO.	3. EFFECTIVE DATE
696-PF-16-P028	A-002	January 3, 2017

**4. ISSUED BY**

Texas Department of Criminal Justice  
Contracts and Procurement, Client Services and Governmental Contracts  
Two Financial Plaza, Suite 525  
Huntsville, Texas 77340

**5. NAME AND ADDRESS OF OFFEROR**

6. The above numbered solicitation is amended as set forth in Item 7. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 5 and 8, and returning 3 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or e-mail which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by e-mail or letter, provided each e-mail or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**7. DESCRIPTION OF AMENDMENT**

The purpose of this amendment is to answer questions concerning the Request For Proposal (RFP).

Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remain unchanged and in full force and effect.

**8a. NAME AND TITLE OF SIGNER (Type or Print)****8b. OFFEROR**

*(Signature of Person Authorized to Sign)*

*Date Signed*

**Questions and Answers:**

**Question #1:** Section C.2.C – The Level and quality of programs and services must be at least equal to those provided by state-operated facilities that house similar types of Offenders and at a cost that provides a savings of not less than 10% of the cost of housing Offenders in similar facilities and providing similar programs to those types of Offenders in State-Operated facilities. - Will the Department please provide, by site, a current target per diem rate for similar facility/program offering?

**Answer #1:** This is a negotiated procurement and this information cannot be released; however the current per diem rates are as follows:

Bridgeport Correctional Center – \$34.99

Kyle Correctional Center – \$32.43

**Question #2:** Section C.4.4 – The Contractor shall provide full Offender laundry services, maintain necessities, and operate barber shops... Are there any washers and dryers available? What are the quantities and types of washers and dryers available?

**Answer #2:** Yes, a list of State-Owned equipment is provided in the Offeror's Technical Information Packet.

**Question #3:** Section C.4.4.B – The Contractor shall provide, at its expense, all Facility supplies including first aid kits, office supplies and building support items. Does this include computers, printers, copy machines, telephones, fax machines, etc.? What is the number of each required at each site?

**Answer #3:** Please refer to Section C.4.7, Information Technology Services and C.9, Department Designated Staff. The Contractor shall determine the quantities needed to meet the requirements of the Contract.

**Question #4:** Section C.4.5 – Please provide detail as to the frequency of transports to and from each facility site, including the approximate and/or average number of inmates per transport? Please provide numbers by week and month, if available.

**Answer #4:** The frequency and average number of Offenders per transport varies.

**Question #5:** Section C.4.5 – How many years are Contractors required to retain Department records? Is record retention required in hard copy or electronic?

**Answer #5:** Per Section H.9, Books and Records, all records and documents are required to be retained for seven years; longer if under litigation, etc. Per Section C.11, Department Records, records shall be maintained in accordance with the Department Records Retention Schedule. Records are both electronic and hard copy.

**Question #6:** Section C.4.6.C – Please provide the Department's offender telephone access policy.

**Answer #6:** Please refer to ED-03.32, Offender Access to Telephones. The Department Policies and Procedures are available for review and copying by appointment. Please refer to Section L.9, Offeror's Technical Information Packet.

**Question #7:** Section C.4.7.B – The Contractor shall be responsible for monthly reimbursements to the Department for dedicated data lines, modems (if applicable) and leasing charges for the router. (a) Does the cost for monthly reimbursement for the TDCJ data lines vary by site? (b) Please provide the approximate cost for each site. If not, will the Department please provide the approximate cost for the data lines?

**Answer #7:** The data monthly reimbursement for Bridgeport and Kyle in FY16 ranged from \$385.00 to \$457.00.

**Question #8:** Section C.4.9.D – The Contractor shall be responsible for providing security...in the medical area of the facility. Will the Department please provide what the CURRENT hours of operation are at both sites?

**Answer #8:** The hours of the medical department are determined by The University of Texas Medical Branch (UTMB). The current hours are:

- Kyle Correctional Center: Monday-Sunday 5:00 AM to 5:30 PM,
- Bridgeport Correctional Center: Monday-Sunday 8:00 AM to 4:30 PM.

**Question #9:** Section C.4.11/Legal – The Contractor shall provide space for and access to a legal library containing all resources necessary to meet all requirements as outlined... What is the average cost of maintaining the Legal Library annually?

**Answer #9:** The monthly reimbursement for the automated law library range from \$367.00 to \$417.00.

**Question #10:** Section C.4.11/Legal – Are there computers available/allowed in the law library at each site?

**Answer #10:** Yes, Facilities may provide legal reference materials through an electronic legal research database.

**Question #11:** Section C.4.22.E – Are providers required to submit an emergency procedure manual with the bid submission? If so, and due to the large size of this type of policy manual, may bidders submit a full emergency procedure manual in PDF format/on Disc only (no hard copy)? If hard copy is required, may bidders submit one full emergency procedure manual with the bid submission, or are 1 original/5 copies required?

**Answer #11:** Yes, one (1) bound original and five (5) copies are required.



- Question #12:** Section C.4.29 – Are there any TDCJ vehicles available for transportation by the Vendor? If so, what are the make, model and mileage for each at each site?
- Answer #12:** No, the Contractor shall provide transportation services as stated in Section C.4.5, Transportation.
- Question #13:** Section C.4.7 – When was the most recent ACA Accreditation audit at each facility?
- Answer #13:** The Bridgeport Correctional Center underwent ACA Audit on September 8, 2014 and the Kyle Correctional Center on April 11, 2016.
- Question #14:** Section L.8 – May bidders submit their proposals printed double-sided?
- Answer #14:** Yes.
- Question #15:** Section L.13 – Will there be a public opening of proposals?
- Answer #15:** No.
- Question #16:** Section L.13 – What is the anticipated date of Contract Award? This information will allow Vendors to better prepare for transition/activation plans.
- Answer #16:** The Department anticipates a Contract Award by July 2, 2017 to accommodate a sixty (60) Day transition period.
- Question #17:** General Question/Physical Plant – Please provide an approximate square footage for both facilities.
- Answer #17:** Approximate square footage may be obtained via the housing area floor plans (blueprints) provided as part of the Offeror's Technical Information Packet.
- Question #18:** General Question/Sentence Duration – Please provide the average length/duration of stay for offenders at both facilities.
- Answer #18:** The average length/duration is consistently changing as the Offender population changes.
- Question #19:** General Question – Will TDCJ allow for additional questions on responses provided by the Department to this Q&A (if additional clarity is needed) or if the answers are not provided with sufficient time to analyze and understand the impact on the RFP response?
- Answer #19:** No.
- Question #20:** Section K.6.7 – Are the current Contractors subject to property taxes or PILOT (payment in lieu of taxes) at any of the facilities? If so, will the Department please provide the annual amounts?
- Answer #20:** No.

**Question #21:** General Question/Physical Plant – Are both facilities ADA compliant?

**Answer #21:** Yes.

**Question #22:** General Question/Work Crews – Do any of the State Jail sites have active Community Work Groups/Crews? If so, which sites have them? Can the Department please provide the number of outside Community Work Groups/Crews (and approximately how many inmates are on each work group/crew) for each site that conducts Community Work projects, to include the frequency of Community Works projects and examples of what types of work projects are completed (horticulture work, clean-up work, painting, etc.)?

**Answer #22:** Currently, there are three Community Work Groups at Kyle and two Community Work Groups at Bridgeport. Each Contractor may request Community Work Groups, but the Department approves each request on a case by case basis.

**Question #23:** General Question/Pre-Bid – Will the Department please provide a copy of the pre-proposal conference sign-in sheet?

**Answer #23:** Sign-in sheets have already been provided; please see Amendment A-001, Pages 5-8.

**Question #24:** General Question/Taxes – Will the Department please provide any required taxes or municipal fees that are currently paid by the existing provider, by site?

**Answer #24:** The Department's records do not indicate any required taxes or municipal fees that are currently paid by existing providers.

**Question #25:** General Question/AC Units – Will TDCJ please provide the number of A/C units at each facility and the approximate age/working condition for each unit? We did not see A/C units listed on the Property Lists provided.

**Answer #25:** A/C units are listed as non-numbered property in the Property List provided with the Offerors Technical Information Packet. Since A/C units are considered as part of the building infrastructure this information cannot be released via an amendment.

**Question #26:** General Question/Security – For each site, please provide details on the existing camera systems, to include specs (make/models), age of system, number of cameras, control room specs, etc.

**Answer #26:** The camera system at Kyle has had various cameras replaced and/or repaired; therefore, the age of the system is unable to be determined. Bridgeport has a MWR for the camera system. For additional information, please refer to the Offeror's Packet.

**Question #27:** General Question/Revenues – Please provide approximate monthly revenues (by site) for the phone system, vending machines, and any other system on site

through which the Vendor is able to obtain revenue. Are revenues kept by the Vendor, or are they transferred to TDCJ?

**Answer #27:** Section C.4.31, Facility Generated Income, addresses all telephone and vending machine revenue. Revenues are transferred to the Department in accordance with Section C.4.31, Facility Generated Income.

**Question #28:** General Question/Vending – Are there vending machines on site (by each location)? If so, how many, how often are they serviced? Are they coin or card operated?

**Answer #28:** The Texas Workforce Commission (TWC), Business Enterprises of Texas (BET), shall be responsible for all vending machines located on the Facility. Information regarding the quantity and frequency that they are serviced is not available. They are cash operated.

**Question #29:** General Question/Armory – Are there Certified Firearms Training Ranges at each facility and is the Vendor allowed to use the ranges for qualification of its weapons certified employees?

**Answer #29:** The current Contractor at the Kyle Facility has made arrangements to utilize local law enforcement ranges. The Bridgeport Facility has an onsite firearms training range.

**Question #30:** General Question/Armory – What caliber and type weapons are approved for carry by TDCJ at these sites?

**Answer #30:** The types of weapons approved in the Department's Use of Force Plan are: .223 rifle, .308 rifle, .38 special revolver, .357 magnum revolver, .357 sig semi-automatic pistol, and 12-gauge shotgun. Please refer to the Department's Use of Force Plan. The Department Policies and Procedures are available for review and copying by appointment. Please refer to Section L.9, Offeror's Technical Information Packet.

**Question #31:** Section C.4.8/Exhibit J.1 – Education states contractor will provide vocational programs for all offenders. The recommended staffing plans, Exhibit J.1, for Kyles does not reflect a vocational instructor. Is it the Department's expectation to have a vocational trade at Kyle Correctional Center?

**Answer #31:** The Department does not have a preferred expectation.

**Question #32:** Section L.8/Section C.4.2.U – This section states all proposals must be provided on standard letter size paper (8 1/2" x 11"). Section C.4.2.U requires basic drawings of each facility showing the security officer positions. To make sure this information is legible, can we submit this information on 11 x 17 size paper?

**Answer #32:** Yes.

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES

STAFFING PLAN  
8 Hour

Facility Name: Bridgeport CCC

*Note: Additional rows are hidden and may be utilized as needed to list additional information.*

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs	Training **
<b>SECURITY ADMINISTRATION</b> (Include Administrative Support & Clerical Staff, if applicable)							
Warden	Warden	1.000			1.000	1.000	W
Training Manager***		0.400			1.000	0.400	PS
Business Manager		1.000			1.000	1.000	CAT
Human Resource Supervisor		1.000			1.000	1.000	CAT
Risk Manager***	Safety Officer I - Risk Manager	0.400			1.000	0.400	PS
Grievance Coordinator***	Investigator II - Offender Grievance	0.400			1.000	0.400	PS
Quality Assurance Manager***		0.400			1.000	0.400	PS
Secretary		1.000			1.000	1.000	CAT
Administrative Clerk		2.000			1.000	2.000	CAT
<b>TOTAL SECURITY ADMINISTRATION</b>		<b>7.600</b>	<b>0.000</b>	<b>0.000</b>		<b>7.600</b>	
<b>SECURITY SUPERVISORS</b>							
Major of CO's	Major	1.000			1.000	1.000	PS OJT
DHO (Captain)	Captain	1.000			1.000	1.000	PS OJT
Shift Supervisor (Lieutenant)	Lieutenant	1.000	1.000	1.000	1.600	5.000	PS OJT
Assistant Shift Supervisor (Sergeant)	Sergeant	1.000	1.000	1.000	1.600	5.000	PS OJT
<b>TOTAL SECURITY SUPERVISORS</b>		<b>4.000</b>	<b>2.000</b>	<b>2.000</b>		<b>12.000</b>	
<b>SECURITY OFFICERS</b>							
Property/STG Officer	Correctional Officer	1.000			1.000	1.000	PS OJT
Armory/Key Control/FTO	Correctional Officer	1.000			1.000	1.000	PS OJT
Visitation Officer	Correctional Officer	3.000			0.400	1.000	PS OJT
Transportation Officer	Correctional Officer	2.000			1.000	2.000	PS OJT
Community Service/Yard Squad Officer	Correctional Officer	1.000			1.000	1.000	PS OJT
Education/Vocational Officer	Correctional Officer	1.000			1.000	1.000	PS OJT
Central Control Officer	Correctional Officer	1.000	1.000	1.000	1.600	5.000	PS OJT
Perimeter Patrol Officer	Correctional Officer	1.000	1.000	1.000	1.600	5.000	PS OJT
Segregation Officer	Correctional Officer	1.000	1.000	1.000	1.600	5.000	PS OJT
Recreation Officer	Correctional Officer	1.000	1.000		1.600	3.000	PS OJT
Utility/Escort Officer	Correctional Officer	2.000	2.000	2.000	1.600	10.000	PS OJT
Medical Officer	Correctional Officer	1.000			1.000	1.000	PS OJT
Pod Control Officers	Correctional Officer	2.000	2.000	2.000	1.600	10.000	PS OJT
Housing Officers	Correctional Officer	4.000	4.000	4.000	1.600	19.000	PS OJT
<b>TOTAL SECURITY OFFICERS</b>		<b>22.000</b>	<b>12.000</b>	<b>11.000</b>		<b>65.000</b>	
<b>SUPPORT OPERATIONS &amp; PROGRAMS</b> (Include Administrative Support & Clerical Staff, if applicable)							
Maintenance Supervisor***	Program Supervisor IV - Unit Maintenance Supervisor	0.400			1.000	0.400	PS
Maintenance Technician	Maintenance Supervisor IV	1.000			1.000	1.000	PS
Maintenance Technician	Maintenance Supervisor IV	1.000			1.000	1.000	PS
Maintenance Clerk		1.000			1.000	1.000	CAT
Unit Supply Coordinator	Inventory & Store Specialist II - Warehouse & Supply	1.000			1.000	1.000	
Food Service Manager	Food Service Manager IV	1.000			1.000	1.000	PS
Assistant Food Service Manager	Food Service Manager II	1.000	1.000		1.600	3.000	PS
Laundry Manager	Laundry Manager IV	1.000			1.000	1.000	PS
Assistant Laundry Manager	Laundry Manager II	1.000			1.000	1.000	PS
Chief of Unit Classification	Program Supervisor I - Chief of Unit Classification	1.000			1.000	1.000	PS
Countroom Clerk		1.000			1.000	1.000	CAT
Records Clerk		1.000			1.000	1.000	CAT
Counsel Substitue***	Counsel Substitue I	0.400			1.000	0.400	PS
Commissary Coordinator	Inventory & Store Spec. III - Commissary Manager	1.000			1.000	1.000	PS
Mailroom Supervisor	Administrative Assistant III - Mail Room Supervisor	1.000			1.000	1.000	CAT
Mailroom Clerk		1.000			1.000	1.000	CAT
Chaplain	Chaplain	1.000			1.000	1.000	PS
<b>TOTAL SUPPORT OPS &amp; PROGRAMS</b>		<b>15.800</b>	<b>1.000</b>	<b>0.000</b>		<b>17.800</b>	

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES

STAFFING PLAN  
8 Hour

Facility Name: Bridgeport CCC

*Note: Additional rows are hidden and may be utilized as needed to list additional information.*

Position Title	TDCJ Position Equivalency*	1st Shift	2nd Shift	3rd Shift	Relief	Total FTEs	Training **
<b>EDUCATION (Include Administrative Support &amp; Clerical Staff, if applicable)</b>							
Principal***	Principal	0.400			1.000	0.400	ED
Education Counselor***	Counselor	0.400			1.000	0.400	ED
Testing Clerk***		0.400			1.000	0.400	CAT
Academic Instructor	Teacher	3.000			1.000	3.000	ED
Academic Instructor - Life Skills	Teacher	1.000			1.000	1.000	ED
Vocational Instructor	Vocational Instructor	1.000			1.000	1.000	ED
Librarian	Librarian	0.100			1.000	0.100	ED
<b>TOTAL EDUCATION</b>		<b>6.300</b>	<b>0.000</b>	<b>0.000</b>		<b>6.300</b>	
<b>Grand Total</b>		<b>55.700</b>	<b>15.000</b>	<b>13.000</b>	<b>0.000</b>	<b>108.700</b>	

**STAFFING NOTES**

\* TDCJ job titles must be used and are identified in Exhibit J.7.

\*\* Use the key below, to indicate in the staffing pattern above, the level of pre-service training for each position. Unless otherwise indicated, all pre-service training must be completed prior to assignment.

\*\*\*Shared position with Lindsey State Jail

**Key:**

W = Pre-Service training for each Warden will be reviewed by TDCJ as part of the Warden approval process. Based on this review, TDCJ will determine on a case-by-case basis if additional training is required for the applicant prior to assignment.

PS = Pre-Service Part I without OJT (240 hours - must be completed prior to assignment).

PS OJT = Pre-Service Part I with OJT (384 hours - must be completed prior to assignment).

ED = 40 hour orientation for educational professionals must include 16 hours of topics from the Department's Staff Survivor Training. TDCJ shall determine the elements comprising the 16 hours.

MED = 28 hour orientation for medical professionals must include 16 hours of topics from TDCJ's Correctional Awareness Training. TDCJ shall determine the elements comprising the 16 hours.

CAT = 32 hours of Correctional Awareness Training

\*\*\* Cost Savings Positions

BUDGET JUSTIFICATION FORMS AND STAFFING PLANS  
OPERATION AND MANAGEMENT SERVICES  
DIRECT STAFFING COST AND DETAILED BUDGET

Facility Name: Bridgeport CCC

ANNUAL OPERATING COSTS							
COST CATEGORY / ITEM	FTEs	Base Period 1	Base Period 2	Option 1 Year 1	Option 1 Year 2	Option 2 Year 1	Option 2 Year 2
<b>Facility and Material Direct Costs :</b>							
Chaplaincy		\$380	\$383	\$387	\$391	\$395	\$399
Classification & Intake		\$380	\$383	\$387	\$391	\$395	\$399
Count Room		\$3,834	\$3,872	\$3,911	\$3,950	\$3,990	\$4,030
Disciplinary		\$569	\$575	\$581	\$587	\$593	\$598
Education		\$24,105	\$24,346	\$24,589	\$24,835	\$25,083	\$25,334
Fiscal Analysis/Business Operations		\$20,043	\$20,243	\$20,446	\$20,650	\$20,857	\$21,065
Food Service		\$395,164	\$399,115	\$403,106	\$407,137	\$411,209	\$415,321
Human Resources		\$37,960	\$38,340	\$38,723	\$39,110	\$39,501	\$39,896
Information Technology		\$3,796	\$3,834	\$3,872	\$3,911	\$3,950	\$3,990
Laundry		\$22,396	\$22,620	\$22,847	\$23,075	\$23,306	\$23,539
Law Librarian(s) & Support		\$8,313	\$8,396	\$8,480	\$8,565	\$8,651	\$8,737
Mail / Postage		\$4,935	\$4,984	\$5,034	\$5,084	\$5,135	\$5,187
Maintenance		\$276,064	\$278,825	\$281,613	\$284,429	\$287,273	\$290,146
Offender Grievance		\$380	\$383	\$387	\$391	\$395	\$399
Risk Management		\$759	\$767	\$774	\$782	\$790	\$798
Security Administration		\$11,502	\$11,617	\$11,733	\$11,850	\$11,969	\$12,089
Security & Security Supervisors		\$12,261	\$12,384	\$12,508	\$12,633	\$12,759	\$12,887
Telecommunications		\$30,748	\$31,055	\$31,366	\$31,679	\$31,996	\$32,316
Training		\$21,827	\$22,045	\$22,266	\$22,488	\$22,713	\$22,940
Unit Supply (Necessities)		\$41,756	\$42,174	\$42,595	\$43,021	\$43,451	\$43,886
<b>Sub-Total</b>		<b>\$917,172</b>	<b>\$926,341</b>	<b>\$935,605</b>	<b>\$944,959</b>	<b>\$954,411</b>	<b>\$963,956</b>
<b>Other Direct Costs (Details Required):</b>							
Building Cost		\$0	\$0	\$0	\$0	\$0	\$0
Insurance Costs		\$54,283	\$54,826	\$55,374	\$55,928	\$56,487	\$57,052
Depreciation		\$56,940	\$57,509	\$58,084	\$58,665	\$59,252	\$59,845
Utilities		\$646,764	\$653,231	\$659,764	\$666,361	\$673,025	\$679,755
<b>Sub-Total</b>		<b>\$757,987</b>	<b>\$765,566</b>	<b>\$773,222</b>	<b>\$780,954</b>	<b>\$788,764</b>	<b>\$796,652</b>
<b>Indirect Costs:</b>							
Overhead		\$303,608	\$307,741	\$314,792	\$319,085	\$323,438	\$330,711
Contractor's Profit Margin		\$340,954	\$345,584	\$353,462	\$358,270	\$363,145	\$371,271
<b>Sub-Total</b>		<b>\$644,562</b>	<b>\$653,325</b>	<b>\$668,254</b>	<b>\$677,355</b>	<b>\$686,583</b>	<b>\$701,982</b>
<b>Grand Total</b>		<b>\$6,540,111</b>	<b>\$6,628,929</b>	<b>\$6,780,034</b>	<b>\$6,872,265</b>	<b>\$6,965,790</b>	<b>\$7,121,661</b>

<b>Number of Beds</b>	<b>520</b>	<b>520</b>	<b>520</b>	<b>520</b>	<b>520</b>	<b>520</b>
<b>Operating Per Diem</b>	<b>\$ 34.46</b>	<b>\$ 34.93</b>	<b>\$ 35.62</b>	<b>\$ 36.21</b>	<b>\$ 36.70</b>	<b>\$ 37.52</b>

<b>Commissary Direct Staff Salaries (Informational Only)*</b>	<b>\$ 34,944</b>	<b>\$ 35,468</b>	<b>\$ 36,000</b>	<b>\$ 36,540</b>	<b>\$ 37,088</b>	<b>\$ 37,645</b>
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\* Commissary Direct Staff Salaries are paid from facility generated revenue so these costs are not included when calculating the per diem or in the corporate G&A expenses.